

PUBLIC WORKS CONTRACT (Formal Bid)

**Citywide ADA Ramps and Street Reconstruction, Phase 2 Project
(35c1553, 35c1555, 35n1619, 41c1551, 41c1650, 35c1428)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 20 day of July, 2016 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and GRANITE CONSTRUCTION COMPANY hereinafter referred to as the "Contractor";

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for **Citywide ADA Ramps and Street Reconstruction, Phase 2 Project**. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated June 7, 2016, for the Grand Total Bid (Items 1 through 79 Less Items 80 through 83) in an amount not to exceed **One Million, Eight Hundred Twenty One Thousand, Seven Hundred and Eighty Two dollars (\$1,821,782.00)** 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-five (65) working 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 June 21, 2016 by Resolution 16-120 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification Concerning Labor Standards and Prevailing Wage Requirements
 - H. Federal Labor Standards (HUD 4010)

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

ATTEST

By: 

City Clerk

CITY OF MONTEREY:

By: 

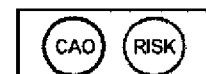
City Manager, or his designee

GRANITE CONSTRUCTION COMPANY:

By: 

Jilisha Desai, Vice President

T00012-CA (v. 2.2 - 9/18/2015)



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 - H. Federal Labor Standards (HUD 4010)

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:

GRANITE CONSTRUCTION COMPANY:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: _____
Jilisha Desai, Vice President





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

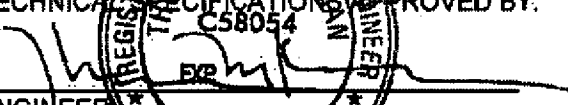
FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2


41C1650 Dela Vina Resurfacing – Montecito to N. Fremont
35C1553C Measure P Pavement Reconstruction
41C1551 Van Buren and Scott Street ADA Ramps
35C1555 Measure P ADA Ramps
35N1619 Van Buren 300 Block Street Reconstruction

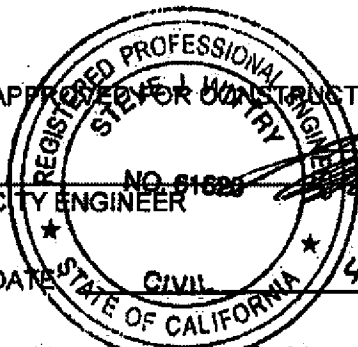
FORMAL BID

This is a Capital Improvement Project and Neighborhood Improvement Project Funded by
Measure P and Community Development Block Grants

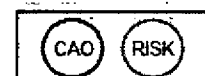
TECHNICAL SPECIFICATIONS APPROVED BY:

ENGINEER
DATE: 4/13/2016



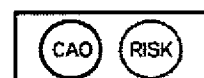
APPROVED FOR CONSTRUCTION:

CITY ENGINEER
DATE: 4-13-16



Master Specification Revision: 09/21/2015
Project Specification Revision: 04/13/2016



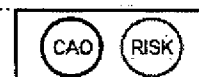
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**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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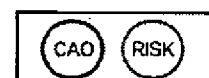
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., June 7, 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 **Citywide ADA Ramps and Street Reconstruction, Phase 2** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, the demolition and construction of concrete curb, gutter, cross gutter, sidewalk, curb ramps and driveways, storm drainage, signage and striping, isolated street surface repairs, pavement grinding, street reconstruction and Hot Mix Asphalt pavement. The work also consists of the removal and legal disposal of asphalt concrete pipe (ACP) storm drain.

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

This is a federally-assisted project and Davis-Bacon requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract.

Notice of requirement for affirmative action to ensure equal employment opportunity (Executive Order 11246): This project is partially federally funded through a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD). Portion of work on Dela Vina Avenue, Van Buren Street and Scott Street are federally funded through Community Development Block Grant (CDBG) funds.

The City of Monterey hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit bids in response to this invitation.

The City of Monterey hereby notifies all bidders that it will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

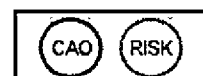
Prospective Bidders are directed to Appendix D, "Required Contract Provisions Federal-Aid Construction Contracts", for additional requirements.

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.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 10:00 am on April 28, 2016 at 353 Camino El Estero, Monterey, CA 93940. This conference will allow bidders to ask questions and provide the opportunity to review and inspect project conditions.



PREVAILING WAGES, FEDERALLY FUNDED PROJECTS:

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall comply with Federal Labor Standards Provisions, HUD Form 4010 (incorporated herein and attached as Appendix B hereto) and all amendments thereto.

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California. Federal prevailing wage rates may be found at the following website: <http://www.wdol.gov/dba.aspx>.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

Prevailing wage rates are required to be posted at the jobsite.

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.

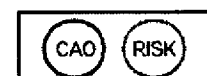
If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (incorporated herein and attached as Appendix C hereto) and all amendments thereto. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons.

Proof of certification of Section 3 eligibility must be submitted with each bid. Bidders may complete the online form as documentation of whether or not theirs is a Section 3 Business Concern. The online form may be found at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmISection3.action>.



Section 3 Numerical Goals/Targets are as follows:

1. The target for New Hires and Training Opportunities is 30% of the aggregate number of new hires,
2. The target for Construction Contracts with Section 3 Business Concerns is 10% of the total dollar amount.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to Title 49, Code of Federal Regulations part 26.13(b) (49 CFR 26.13(b)) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs":

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract for this project. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as this recipient deems appropriate.

The Contractor must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the project (49 CFR 26). Contractors must meet the DBE goal shown in the Notice to Contractors or demonstrate that an adequate good faith effort was made to meet this goal. It is the contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm. Only DBE participation will count towards the DBE goal. DBE participation will count towards the City's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies purchased from DBEs counts towards the goal in the following manner:

1. 100% if the materials or supplies are obtained from a DBE manufacturer.
2. 60% if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

Credit toward the goal is received if a DBE trucking company performs a commercially useful function as defined in 49 CFR 26.55 is employed.

DBE Commitment Submittal

The DBE Goal for this contract is one percent (1%).

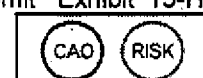
Submit DBE information on "Exhibit 15-G Construction Contract DBE Commitment" contained in Appendix A. Failure to include "Exhibit 15-G Construction Contract DBE Commitment" may result in bids being deemed non-responsive, resulting in rejection of bids.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

Good Faith Efforts Submittal

If a contractor has not met the DBE goal, complete and submit "Exhibit 15-H DBE Information – Good Faith Efforts" showing that adequate good faith efforts were made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If the DBE Commitment form (Exhibit 15-G) shows that the DBE goal has been met, Contractors that have submitted the lowest, second lowest or third lowest bids must also complete and submit "Exhibit 15-H DBE



Information – Good Faith Efforts” within seven (7) calendar days of the bid opening to protect eligibility for award of the contract in the event the City finds that the DBE goal has not been met.

Good Faith efforts documentation must include the following information and supporting documents as necessary:

1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication),
2. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.),
3. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms,
4. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE,
5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs,
6. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate,
7. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.),
8. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

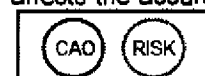
If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in Part II and Appendix A, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form. Signing the Bid Proposal Cover Sheet shall constitute signature of the Certification. An online version of the form may be found at the following website:

<https://www.hudexchange.info/resources/documents/HUD-Form-SfIII.pdf>

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of



the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

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.

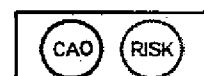
BID VALIDITY

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. All questions must be directed to the Project Manager Thomas Korman, Senior Engineer, by emailing engineering-admin@monterey.org. The project name must be referenced in all communication.

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 forty-eight (48) 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.

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**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,000	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	750	SF		
16	Hot Mix Asphalt Mill Grind (3" thick)	48,000	SF		

17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	50,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	2,000	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	200	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	8,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	18,700	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	55,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	2,250	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	3,000	SF		
34	Construct Curb Drain	100	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,500	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		
42	Construct Concrete Commercial Driveway	1,250	SF		

43	Manhole Adjustment to Grade	20	EA		
44	Cleanout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	9	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Fire Alarm Box Adjustment to Grade	1	EA		
48	Remove, Replace, and Adjust Water Valve Box to Grade	31	EA		
49	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
50	Provide and Install Roadside Signs	13	EA		
51	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
52	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
53	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
54	Pavement Marking, Zebra Crosswalk (Paint)	500	SF		
55	Pavement Marking, "STOP" Legend (Paint)	250	SF		
56	Pavement Marking, 12" Limit Line (Paint)	150	SF		
57	Pavement Marker, Type BB (Blue)	10	EA		
58	Curb Painting, Red (Paint)	400	LF		
59	Refresh Pavement Markings (Paint)	1	LS		
60	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 60) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
61	Sawcut, Concrete Sidewalk or Driveway	1	LS		
62	Demolition and Disposal, Concrete Curb and Gutter	300	LF		

63	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
64	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,500	SF		
65	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	15,500	SF		
66	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,250	SF		
67	Subgrade Enhancement Geotextile	10,500	SF		
68	Aggregate Base (8" thick, Class II)	11,000	SF		
69	Construct Concrete Curb and Gutter (City Detail No. 100 R)	225	LF		
70	Construct Concrete Sidewalk (City Detail No. 111 R)	1,750	SF		
71	Construct Concrete Commercial Driveway	1,500	SF		
72	Water Meter Box Adjustment to Grade	8	EA		
73	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
74	Provide and Install Roadside Signs	2	EA		
75	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
76	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
77	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
78	Curb Painting, Red (Paint)	21	LF		
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID					
79	Wedge Grind	(540)	SF		
80	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(6,470)	SF		
81	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,620)	SF		
TOTAL ALTERNATE BID (ITEMS 61 THROUGH 78 LESS ITEMS 79 THROUGH 81) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL (ITEMS 1 THROUGH 78 LESS ITEMS 79 THROUGH 81) (In Words)	(In Figures)
<hr/> <hr/>	<p>\$</p>

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1 through 78 less Items 79 through 81).

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.

Bid Items 1: Mobilization and Demobilization

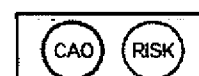
Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance 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) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is, maintaining the project site, regular cleanup, final cleanup, temporary fencing and staging area, if any, in accordance with the Specifications and as directed by the Engineer.

Bid Items 2: Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

Bid Items 3: Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Plans, Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.



Bid Items 4: Construction Surveying

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is establishing the project centerline, referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

Bid Items 5: Trucking

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, debris from demolition, HMA grindings, aggregate base and HMA, to and from the construction work site as necessary to accomplish the work for related work items. Payment for the item shall include including fuel charges, waiting time, special, handling fees, and all other charges related to this hauling and trucking services. Excluded from this work item is trucking for other items of work not mentioned here.

Bid Items 6: Sawcut, HMA Pavement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut hot mix asphalt pavement as shown on the plans, as specified in these specifications and as directed by the Engineer. Where applicable, no payment shall be made for sawcutting hot mix asphalt pavement where payment is covered in the unit price for Traffic Detector Loops.

Bid Item 7: Sawcut, Concrete Curb and Gutter

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete curb and gutter as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Items 8: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Items 9: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Items 10: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 11: Demolition and Disposal, Existing Storm Drain Inlet

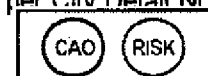
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete storm drain inlet as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 12: Demolition and Disposal, Existing Area Drain and Pipe

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing area drain and pipe in place, grouting the pipe/area drain connection and placing/compacting backfill as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Bid Item 13: Modify Existing Catch Basin

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to modify existing catch basin complete in place, furnish the new reticulate grate, resetting the top portion of catch basin per City Detail No. 103



BR, as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 14: Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for cutting and removing, capping and backfilling the existing 24" storm drain. This work shall include removing a section of 24" Asbestos Concrete Pipe (ACP) storm drain at the catch basin adjacent to the curb return, as well as a section of pipe at the existing catch basin that will be demolished. Pipe penetration in existing storm drain inlet shall be sealed with a Portland cement concrete patch in concert with the installation of the new storm drain penetrating the storm drain inlet. Remaining ACP storm drain shall be abandoned in place, capped and filled with one sack slurry concrete. All cutting, handling and removal of ACP pipe shall be in accordance with State of California Requirements, and as specified in these specifications, and as directed by the Engineer.

Bid Items 15: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 16: Hot Mix Asphalt Mill Grind (3" thick)

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a three (3) inch deep mill grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 17: Hot Mix Asphalt Grind and Replace (3" thick, 1/2" agg., No RAP)

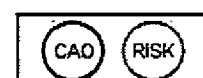
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for grinding existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 3" thick HMA complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Items 18: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 19: Geosynthetic Pavement Interlayer

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geosynthetic pavement interlayer in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.



Bid Item 20: Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 2" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Items 21: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 22: Remove and Replace Hot Mix Asphalt Dike (Type A)

Measurement and payment for this item shall be a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the removal and replacement of a Hot Mix Asphalt (HMA) Dike. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. No separate payment will be made for asphalt, aggregate, or tack coat. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Item 23: Shoulder Backing

Measurement and payment for this item shall be on a linear feet (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for to perform shoulder backing, as marked on the plans and in accordance with the technical specifications.

Bid Item 24: Demolition, Earthwork, and Subgrade Preparation (3" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 25: Demolition, Earthwork, and Subgrade Preparation (6" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 6" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 26: Demolition, Earthwork, and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 27: Demolition, Earthwork, and Subgrade Preparation (3" thick increment)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick beyond the specified depth on the plans) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 28: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 29: Hot Mix Asphalt (3" thick, 3/4" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4". Payment for this work item shall include installation of temporary raised pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 30: Hot Mix Asphalt (3" thick increment, 3/4" agg.)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick increment of Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4" as shown on the plans, as specified in the Standard Specifications, these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Items 31: Subgrade Enhancement Geotextile

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in the these specifications, and as directed by the Engineer.

Bid Item 32: Aggregate Base (6" thick, Class II)

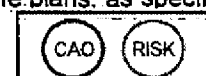
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Items 33: Aggregate Base (8" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 34: Construct Curb Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of curb drains, complete in place. This item includes connections to existing drains and the furnishing and installation of drain adaptors, elbows and welded wire mesh. All work shall be performed as shown on the plans, as specified in



these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk, curb and gutter over and around the curb drain.

Bid Item 35: Construct Storm Drain (12" diam., HDPE)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of storm drain pipe of the listed size per City Detail No. 500. Payment for this item includes trench excavation; pipe bedding; placement of storm drain pipe; penetration into new and existing Storm Drain Inlet; grouting of penetration; 6" encasement in Portland Cement concrete and backfilling and compaction of the trench as shown on the plans. Measurement for payment shall be along the centerline of pipe alignment. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 36: Construct Storm Drain Inlet (City Detail No. 103 BR)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain inlet per City Detail 103 BR. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, grates, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 37: Construct Storm Drain Manhole (City Detail No. 200 R)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain manholes per City Detail No. 200 R. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, covers, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, as directed by the Engineer.

Bid Item 38: Construct Concrete Cross Gutter (City Detail No. 102 R Modified)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete cross gutter, including spandrels, over-excavation and recompaction of sub-grade; doweling into adjacent concrete facility; and constructing reinforced concrete cross gutter and spandrels as shown on the plans and as directed by the Engineer. Measurement for payment on this work item shall be the square footage of the concrete cross gutter, including spandrels. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 39: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 40: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Item 41: Construct Concrete Curb Ramp

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to install concrete curb

ramps, complete in place. The work shall include over-excavation and recompaction of sub-grade necessary for constructing a concrete ramp with detectable warning surfaces within and including the 12 inch wide grooved border and doweling into adjacent concrete facilities, as required. Also included in this item is the curb, gutter and sidewalk area within the 12 inch wide grooved border around the curb ramp. In the event that there is no 12 inch wide grooved border around the curb ramp, the extent of the curb ramp shall be defined as the end of the retaining curb. Full compensation for constructing or furnishing and installing detectable warning surfaces shall be considered as included in this item and no separate payment will be made therefor. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Bid Items 42: Construct Concrete Commercial Driveway

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

Bid Item 43: Manhole Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 44: Cleanout Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 45: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 46: Cable TV Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the existing cable TV box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 47: Fire Alarm Box Adjustment to Grade

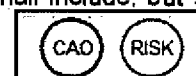
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the existing fire alarm box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 48: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 49: Remove, Replace, and Adjust Monument Well to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be



limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing monument well and cover, protect survey monument in place during construction, furnish and install new monument well with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 50: Provide and Install Roadside Signs

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 51: Removal of Traffic Stripes, Pavement Markings and Markers

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 52 : Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.

Bid Items 53: Traffic Stripe, Detail 22 (Thermoplastic)

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

Bid Item 54: Pavement Marking, Zebra Crosswalk (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete Zebra Crosswalk as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 55: Pavement Marking, "STOP" Legend (Paint)

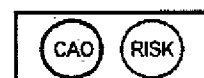
Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete pavement marking legend as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 56: Pavement Marking, 12" Limit Line (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete 12" limit line as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 57: Pavement Marker, Type BB (Blue)

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the



pavement marker and application of pavement marker as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Items 58: Curb Painting, Red (Paint)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 59: Refresh Pavement Markings (Paint)

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the refreshing the painted pavement markings at the non-resurfaced legs of the resurfaced intersection. Pavement Markings shall be refreshed for all streets shown on the plans. The price for refreshing pavement markings includes full compensation for applying one coat of paint to existing pavement markings as shown on the plan and in accordance with these specifications, and as directed by the Engineer.

Bid Items 60: 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, and as specified in these specifications, and as directed by the Engineer.

Bid Items 61: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Items 62: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Items 63: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Items 64: Demolition, Earthwork, and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 65: Demolition, Earthwork, and Subgrade Preparation (3" thick increment)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick beyond the specified depth on the plans) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 66: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Items 67: Subgrade Enhancement Geotextile

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in the these specifications, and as directed by the Engineer.

Bid Items 68: Aggregate Base (8" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Items 69: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 70: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Items 71: Construct Concrete Commercial Driveway

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

Bid Items 72: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 73: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving.

All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 74: Provide and Install Roadside Signs

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 75: Removal of Traffic Stripes, Pavement Markings and Markers

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Items 76: Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.

Bid Items 77: Traffic Stripe, Detail 22 (Thermoplastic)

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

Bid Items 78: Curb Painting, Red (Paint)

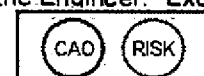
Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Items 79: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Items 80: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded



from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Items 81: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

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. These items include, but are not limited to, potholing of existing utilities and the procuring of a staging area and related expenses.

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.

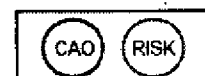
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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.



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1616)**

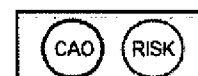
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

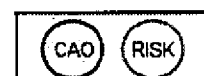


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<hr/>	
(Bidder/Principal Name)	
By:	<hr/>
	(Signature)
	<hr/>
	(Typed or Printed Name)
Title:	<hr/>
(Attach Notary Public Acknowledgement of Principal's Signature)	

<hr/>	
(Surety Name)	
By:	<hr/>
	(Signature of Attorney-In-Fact for Surety)
	<hr/>
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (I) Attorney-In-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
<hr/>	
(Contact Name)	
<hr/>	
(Street Address)	
<hr/>	
(City, State & Zip Code)	
()	()
Telephone	Fax
<hr/>	
(Email address)	



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: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

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



ACKNOWLEDGEMENT OF ADDENDA

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 (Please acknowledge with initials)

DATE RECEIVED

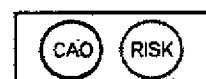
1. _____

2. _____

3. _____

4. _____

5. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUBCONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion 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.

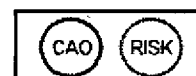
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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.

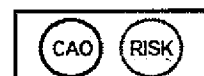
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
2. Compliance Reports were required to be filed in connection with such contract or subcontract. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED </div>	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
Name and Title of Signer (please type) <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
Signature <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	Date <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>

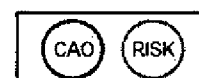
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			15. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

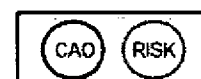


EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



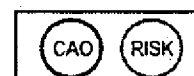
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

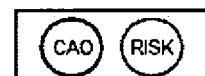
The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



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

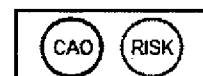
CONTRACT AWARD

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. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2

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 Citywide ADA Ramp and Street Reconstruction, Phase 2. 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
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
 - E. Noncollusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification Concerning Labor Standards and Prevailing Wage Requirements
 - H. Federal Labor Standards (HUD 4010)

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

ATTEST:

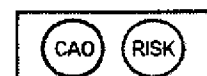
CITY OF MONTEREY:

[INSERT CONTRACTOR NAME]:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: _____
[Insert Name Title]



PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

WHEREAS, The _____, (hereinafter designated as "Obligee") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project _____ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and _____ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of _____ dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

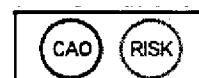
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT



PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____ Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 1181 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of _____ dollars (\$ _____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

The Condition of the foregoing obligation is such that; whereas the above bounden Principal has entered into a contract, dated _____, with the _____ to do the following work, to-wit:

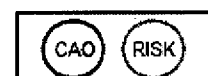
This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to vie a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 3247-3252 inclusive, and all amendments thereto.

Signed and sealed this _____ day of _____, _____.

BY _____

BY _____
ATTORNEY-IN-FACT



CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant - City of Monterey
Davis Bacon and Related Acts (DBRA)**

Project Name: _____ Project Number: _____

1. The undersigned, having executed a contract with _____
(Agency Name)
for _____ in the amount of \$ _____
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.

(a) The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:

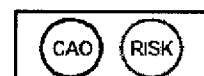
(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- ☐ A Single Proprietorship ☐ A Partnership
☐ A Corporation Organized in the State ☐ Other - Describe: _____

Signature

Date



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.

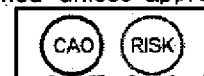
Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall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

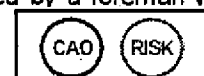
Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

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 Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is



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

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

EQUIPMENT

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

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

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

PROPERTY AND FACILITY PRESERVATION

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

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

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

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

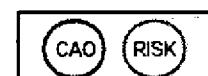
Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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



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

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

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

EMPLOYEES

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

CONTROL OF MATERIALS

GENERAL

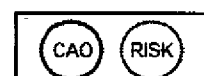
The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

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

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

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

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



MATERIAL SOURCE

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

QUALITY

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

GUARANTEE

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

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

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

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

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

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Profession's 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.

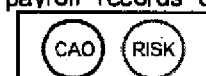
Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

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.

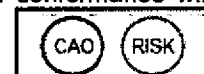
Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship 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, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). 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.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

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.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

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.

Refer to Appendix B, HUD Form 4010, for Federal Labor Standards Provisions.

WORKING HOURS

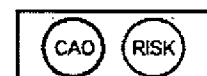
Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker 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 Engineering 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

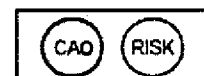
Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

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 PROGRESS

GENERAL

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

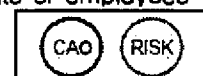
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

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.

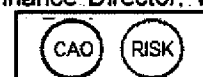
PROGRESS PAYMENTS

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.

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**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

PART IV: SPECIAL PROVISIONS

GENERAL

In general, the work consists of, but is not limited to, the demolition and construction of concrete curb, gutter, cross gutter, sidewalk, curb ramps and driveways, storm drainage, signage and striping, isolated street surface repairs, pavement grinding, street reconstruction and Hot Mix Asphalt pavement. The work also consists of the removal and legal disposal of asphalt concrete pipe (ACP) storm drain.

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.

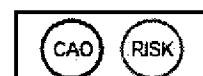
Please refer to Part III, Page 3, for sample bond forms.

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

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.

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-five (65) working 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).

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.

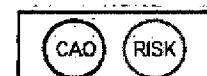
It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the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

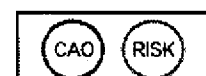
Submittal Content and Product Data:

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.

1. Construction stakes or marks shall be set by the Contractor as is necessary to establish the lines and grades required for the completion of the work specified in these plans and specifications.
2. It shall be the responsibility of the Contractor to ascertain that all lines and grades, as laid out according to the stakes, conform to the plans and any discrepancy shall be reported to the Engineer. The Contractor shall be responsible for any error in the finished work as it relates to construction staking.
3. The Contractor shall preserve all stakes and points set for lines, grades, or measurements 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 for by the Contractor.
4. The Contractor shall protect all other centerline monuments and property corners during construction. Any monuments or corners which are disturbed by the contractor's activities shall be reestablished by the contractor. The Contractor shall also be responsible for recording such reestablishment.



5. Centerline monuments within the area to be paved are shown on the plans. The City shall establish reference ties to centerline monuments. Contractor shall install monument wells per City Detail No. 105AR for future installing of pipes, brass caps by City. The City will file the corner records with the County Surveyor.

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:

Sub-grade compaction
Aggregate placement and compaction
Forms Placement
Trench backfill and bedding
Reinforcing bar placement
Fill Material (if applicable)
Pipe placement

- b. Materials and Materials Certification:

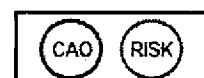
Aggregate Base
Hot Mix Asphalt/Asphalt Concrete
Concrete
Catch Basin and Manhole Casting
Reinforcing Bar
Pipe Material
Trench backfill material
Lumber
Pavement Markers

- 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, Engineering 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,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

See Appendix D for additional regulations.

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

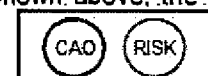
Contractor shall procure and maintain for the duration of the contract, *and for [#x] years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described in Part III.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains **broadier coverage and/or higher limits** than the minimums shown above, the Entity



requires and shall be entitled to the broader coverage and/or 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 Entity.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of 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, CG 20 26, CG 20 33, or CG 20 38; 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 coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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 Entity.

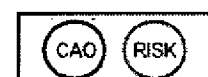
CLAIMS MADE POLICIES

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 Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.



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 Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates 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 Entity 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. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES

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

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, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

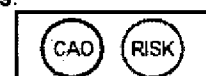
An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

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

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **\$1,200 (One Thousand Two Hundred Dollars)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein 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 driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
3. Minimizing any hazard to the general public.
4. Proper handling of hazardous materials.
5. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
6. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

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

TRAFFIC CONTROL

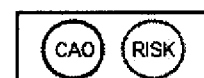
Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In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

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

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.



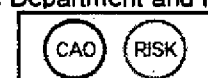
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting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

The following requirements apply to Traffic Control Plans:

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

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police



Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.

6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

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

Contractor shall submit a sample door hanger of the written notice to the City for review and approval prior to distributing the notice. Notice shall include information on reducing water use and what to do if you smell natural gas or other odors.

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

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

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

CONSTRUCTION PROJECT SIGNS

For Measure P Projects, the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition.

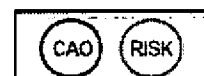
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REMOVAL OF OBSTRUCTIONS

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.

RECORD DRAWINGS

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

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

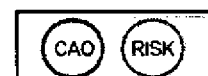
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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

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

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. 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, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. 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, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times 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; and,
- 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, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and 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.

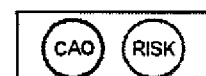
Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and 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 weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

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

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

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



- 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 develop and supply the City with NOI and associated 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

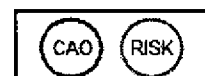
The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

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>
12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public 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 public 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; and,
 - c. Trees located within the public right-of-way 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.

**CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

TECHNICAL SPECIFICATIONS

SAWCUTTING

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

Sawcut slurry shall not be allowed to run down streets, gutters, or into catch basins. Sawcut slurry shall not enter the Monterey Bay National Marine Sanctuary. Collect all sawcut slurry with a wet vac, or other suitable device, as the slurry is produced, and dispose off site properly so as not to contaminate storm drains, creeks of the Monterey Bay National Marine Sanctuary.

Asphalt Pavement

Asphalt Concrete pavement shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Asphalt shall be cut to its full depth of six inches (6"), whichever is greater.

Curb and Gutter

Curb and gutter shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Curb and gutter shall be sawcut to full depth.

Sidewalk

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

DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT

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

Asphalt concrete areas to be removed shall be sawcut to a neat edge as noted in Sawcutting elsewhere in these specifications.

DEMOLITION AND DISPOSAL OF CONCRETE PAVEMENTS, CURBS, GUTTERS, SIDEWALKS, STORM DRAIN AND CURB RAMPS

Demolition and Disposal of Portland cement concrete pavement, curbs, gutters, sidewalks, storm drain and curb ramps shall conform to the provisions in Section 15-3, "Concrete Removal", of the Standard Specifications.

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

If overlain, full compensation for removing any bituminous or other overlying material shall be considered as included in the contract price paid for Demolition and Disposal of Curb and Gutter or Demolition and Disposal of Concrete Pavement, as applicable, and no additional compensation will be allowed therefor.

DEMOLITION AND DISPOSAL OF ASBESTOS CEMENT PIPE

Demolition and Disposal of asbestos cement pipe (ACP) and associated concrete encasement shall be in accordance with State of California requirements and the contract documents. Removal of ACP shall be performed by a Contractor licensed and certified by Cal/OSHA for such removal.

Follow the American Water Works Association (AWWA) guidelines for handling, removing and disposing of ACP as stated in the applicable sections of AWWA Standards C400, C401, C402, and C403 covering Asbestos Cement Pipe.

Contractor is required to prepare and submit an Asbestos Pipe Removal and Disposal Plan that complies with CAL-OSHA Title 8 for the California Code of Regulations 18 (CCR) 1529. The plan should incorporate the items identified under Equipment later in this Section. No work affected or covered by the plan shall take place prior to approval of the plan. Contractor to allow adequate time for the City's review and acceptance of the plan.

Remove ACP pipe as intact pipe sections, where possible. Pothole and expose the ACP at least two days prior to removal to verify extent of pipe to be removed and appropriateness of proposed "asbestos cement pipe removal and disposal plan".

Perform all cutting and handling of asbestos cement pipe in accordance with State of California requirements. Provide sufficient supervision and perform monitoring to assure conformance with State requirements. Under no circumstances shall the Contractor utilize methods of removal that result in the release of asbestos fibers into the air.

Equipment:

1. Snap cutting tools shall be used for the removal of asbestos cement pipe whenever the removal of intact pipe sections is not possible.
2. Power "cut off" saws, hand-saws, and other devices and methods that result in the release of asbestos fibers into the air shall not be used for the removal of ACP.
3. The pipe shall be wetted prior to the snapping operation being performed.
4. Use of a hammer and chisel to gradually split an ACP coupling lengthwise may only be performed if the "asbestos cement pipe removal and disposal plan" developed by the Contractor incorporates measures to prevent the release of asbestos fibers into the air, and is approved by the City.
5. Encapsulate: If during the removal of ACP broken edges occur, the broken edges shall be encapsulated with Certane 1000 Post Removal Encapsulate or approved equal.
6. Continuously wet the ACP around the snap cutting tool during the removal operation. All personnel handling the ACP shall wear properly fitted respirators during the removal and bagging operations, and shall be trained in the use of the respirator equipment. All pedestrian traffic shall be rerouted to maintain 30 feet clear of the removal point.
7. Dispose of liquid and solid waste as follows:
 - a. All removed sections or pieces of ACP shall be bagged and prepared for disposal immediately after removal as described below.
 - b. Transport and dispose of all sections and pieces of ACP in accordance with State requirements at a legally operating landfill that accepts construction debris. All sections or pieces of ACP shall be wetted and double wrapped or bagged with 6 mil plastic wrap immediately after removal. The outer wrap shall be securely held in place with tape in a manner to prevent the release of airborne asbestos fibers.

Remaining storm drain shall be left in place, capped and filled with a one (1) sack Portland cement slurry.

ADJUSTMENTS TO GRADE

Manhole frames and covers shown to be adjusted to grade on the plans shall be adjusted to new grades with concrete collar and approved adjusting ring, as shown on the Plans. Work shall conform to Section 15-2 "Miscellaneous Facilities" of the Standard Specifications and these specifications.

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

If required, inlets shall be adjusted to final grades by sawcutting and removing the upper section of the inlet, doweling into the inlet base, and constructing a new inlet top, including miscellaneous metal, curb and gutter, as

shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2, "Miscellaneous Facilities", of the Standard Specifications, and these requirements.

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

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

Cable TV box or vault adjustments shall be performed in accordance with the requirements of Comcast. Boxes and vaults, if replaced, shall be approved by Comcast.

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

Survey monument shall be re-established in its existing location and surveyed by a Professional Surveyor licensed in the State of California to confirm that it was re-established properly per California Professional Land Survey Act Section 8771.

EARTHWORK

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

The provisions in Item 2 of Section 19-5.03B, "Relative Compaction (95 Percent)", of the Standard Specifications are amended as follows: the obtaining of relative compaction of at least 95 percent for at least a depth of 2.5 feet below the finished grade is amended to at least a depth of six (6) inches below the finished grade.

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

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

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

CLASS 2 AGGREGATE BASE

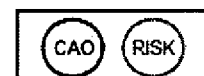
Aggregate base shall be Class 2 Aggregate Base, $\frac{3}{4}$ inch maximum aggregate size, furnished and placed in accordance with Section 26, "Aggregate Bases," of the Standard Specifications, unless otherwise noted on the plans or specifications.

HOT MIX ASPHALT

All Hot Mix Asphalt shall be per Section 39, "Hot Mix Asphalt" of the Standard Specifications.

Hot Mix Asphalt shall be used in conform paving and includes, but is not necessarily limited to, the following work:

1. Liquid Asphalt (Prime Coat) and Asphaltic Emulsion (Paint Binder) shall be included as part of this item.
2. Prime Coat shall conform to Section 39-1.09 "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer" and Section 93 "Liquid Asphalts" of the Standard Specifications and shall be Grade SC-70.



3. Asphalt Emulsion (Paint Binder) shall conform to Section 39-1.09 "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer" and Section 94 "Asphaltic Emulsions" of the Standard Specifications and shall be SS-1 with 60% with water.
4. Hot Mix Asphalt shall conform to Section 39 "Hot Mix Asphalt" of the Standard Specifications and these specifications. Asphaltic concrete shall be Type A. **No reclaimed asphalt pavement (RAP) shall be used in the finished top lift of Hot Mix Asphalt.** Reclaimed Hot Mix Asphalt may not be used for leveling lifts.
 - Aggregate for lifts 2" or less and base course paving shall conform to 1/2 inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications.
 - Aggregate for lifts greater than 2", other than finished top lifts, and base course paving shall conform to 3/4 inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications.

The asphalt binder shall be PG-64-10 in conformance with Section 93 "Liquid Asphalts" of the Standard Specifications, and the amount to be mixed with the aggregate shall be between 5 and 7 percent by weight of dry aggregate. The exact amount will be determined by the Contractor by using California Test Method 367. The mix design obtained by the Contractor shall be reviewed and approved by the Engineer.

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

Tack Coat Application Rates			
HMA Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing HMA and PCC pavement	0.03	0.04	0.03
Planned Pavement	0.06	0.07	0.05

5. Place and roll hot mix asphalt as required in Section 39, "Hot Mix Asphalt", of the Standard Specifications. Unless specifically allowed by the Engineer, the use of "spreader boxes" attached to the haul vehicle will not be allowed per Section 39 of the Standard Specifications.
6. If, upon completion of rolling, or anytime within fourteen (14) days of opening to traffic, areas are found where the allowable tolerance per Section 31-1.12, "Smoothness", is exceeded, the Contractor shall correct the same by use of one of the following measures, the choice of which must be mutually agreeable to the Contractor and Engineer.
 - a. Overlaying
 - b. Patching
 - c. Cold Planning
 - d. Removing and Replacing

GEOSYNTHETIC PAVEMENT INTERLAYER

Geosynthetic Pavement Interlayer shall conform to Section 88-1.02L, "Paving Grid", of the Standard Specifications, Plans, Specifications and as directed by the Engineer.

Pavement fabric shall be GlasGrid® Pavement Reinforcement System, or approved equal. The asphalt reinforcement grid shall consist of a high strength, fiberglass grid custom knitted and coated with a patent-pending elastomeric polymer and self-adhesive glue. The grid is combined with a patent-pending multilayer tack film designed to enhance the bond between layers of hot mix asphalt and replace conventional tack coats.

In addition, the reinforcement grid shall have the following/adhere to the following Minimum Average Roll Values (MARV) for material properties and should adhere to the strength properties and performance requirements in the table below.

Geosynthetic Pavement Interlayer Material and Strength Properties

	PRODUCT PROPERTIES	METHOD	UNITS	Type 1	Type 2
Material Properties	Aperture Size (Center to Center)		mm (inch)	25 x 25 (1.0 x 1.0)	25 x 25 (1.0 x 1.0)
	Percent Open Area	CW-02215 MOD. ¹	%	Greater than or equal to 50	Greater than or equal to 50
	Fiberglass Coating			Elastomeric Polymer	Elastomeric Polymer
	Tack Coat % Polymer Modified		%	>25	>25
	Mass / Unit Area	ASTM D5261	g/m ² (oz/yd ²)	432 (12.7)	432 (12.7)
	Roll Width		m (ft.)	1.5 (4.9)	1.5 (4.9)
Strength Properties	Fiberglass Coating Softening Point	ASTM D36	°C (°F)	Greater than 149 (300)	Greater than 149 (300)
	Tensile Strength (MD x CD)	ASTM D6637	kN/m (lb./in)	100 x 100 (571 x 571)	100 x 100 (571 x 571)
	Tensile Strength @ 2%	ASTM D6637	kN/m (lb./in)	80 x 80 (456 x 456)	80 x 80 (456 x 456)
	Elongation at Break	ASTM D6637	(%)	Less than 3	Less than 3
¹ - Army Corp of Engineers test method correlated to light emitted through fabric.					

Product Performance Requirements

	TEST DESCRIPTION	TEST METHOD	METHOD OF MEASURE	PERFORMANCE
Performance Requirements	Coating Softening Temperature vs. HMA Asphalt Binder Compaction Temperature	Temperature Comparison	Job Mix Formula Compaction Temperature Requirement	Coating Softening Point > HMA Compaction Temperature
	Field Millability and Recyclability Validation	Field Milling of Asphalt with GlasGrid	References or Reports	Documented Experience
	Asphalt : Grid composite stiffness for durability of composite layers over life of pavement during individual and long term deformation	3Pt Beam Test at 70°F, Grid with polymer tack at mid depth relative to a control with polymer emulsion tack coat – cyclic stress controlled Haversquare loading	Minimum Improvement Factor vs. Control	> 5x
	Fatigue and Reflective Cracking	MMLS3 Scaled APT ¹ Testing vs. Control	Fatigue and Reflective Cracking Testing	> 3x
	Full Scale Plate Load Testing	Plate Load Testing vs. Control	Pavement Composite Modulus	>2x

¹ APT – Accelerated Pavement Testing

Pre-leveling shall be done prior to pavement fabric placement. Pre-leveling shall be required on the entire roadway, excluding areas of taper and mill grinding. Grid reinforcement shall not be placed when the asphalt surface is wet, or contaminated with oil, soil or excessive dust. Grid reinforcement shall not be placed during wet or freezing weather that prevents conformance with specified requirements. Grid reinforcement shall not be placed when the underlying asphalt surface is cooler than 10°C (50°F), warmer than 60°C (140°F), or in the case of new asphalt, prior to the asphalt cooling to 43°C (110°F) at least once previously.

Store products in manufacturer's unopened packaging until ready for installation. Store in a dry, covered location that is free of dust, dirt, and moisture. Prevent excessive mud, fluid concrete, asphalt, or other deleterious materials from coming in contact with reinforcement grid materials. Store at temperatures above minus 29°C (minus 20°F) and 75°C (167°F) and maximum relative humidity of 85%.

SHOULDER BACKING

Shoulder backing shall conform to Section 19-9, "Shoulder Backing", of the Standard Specifications, Plans, Specifications and as directed by the Engineer. This work shall consist of scarifying the existing shoulder material and placing additional material to bring the shoulder up to the new pavement surface as specified.

The existing shoulder shall be scarified sufficiently to provide bonding between the existing and new materials. The limit of scarification and new shoulder backing material shall be three feet from the edge of the new pavement surface. Shoulder material shall be moisture conditioned, placed, shaped, and compacted such that the new shoulder material is firm and does not displace under longitudinal shoulder traffic. The surface elevation of the compacted shoulder backing shall match the new pavement surface.

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical details are encountered, the Contractor shall notify the Engineer twenty-four (24) hours in advance of shoulder work. The Engineer will specify the adjustments to be used to ensure that drainage patterns are maintained.

Shoulder backing shall start no sooner than three calendar days and shall be completed no more than seven calendar days after completion of the adjacent paving.

STORM DRAIN PIPE

Storm drain pipe shall conform to the provisions in Section 64, "Plastic Pipe", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer. Storm drain pipe shall also conform to one of the following:

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

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

Pipe trenching, bedding and backfill shall be in accordance with the details shown on the Plans, City Detail No. 500 (with the clarification that the detail is also applicable to storm drains), ASTM D-2421 and pipe manufacturer recommendations.

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

CURB DRAIN

Curb drain materials and installation shall conform to applicable provisions of Section 52, "Reinforcement", Section 64, "Plastic Pipe", Section 70, "Miscellaneous Drainage Facilities", Section 73, "Concrete Curbs and Sidewalks" and Section 75, "Miscellaneous Metal", of the Standard Specifications, these Specifications and as directed by the Engineer.

Unless otherwise specified in the Plans or Specifications, installation of pipe and fittings shall be in accordance with the manufacturer's recommendations.

CONCRETE CURBS, GUTTERS, SIDEWALKS, CROSS GUTTERS, CURB RAMPS AND DRIVEWAYS

Concrete curbs, gutters, sidewalk (including decorative exposed aggregate sidewalks), cross gutter, bands, curb ramps and driveways shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, plans, and these specifications.



Concrete curbs, gutters, sidewalks cross gutters, curb ramps and driveways shall be dowelled in accordance with the plans and specifications. All expansion and cold (construction) joints shall be dowelled. Sidewalk which adjoins curb and gutter, if not poured monolithically, shall be doweled into the back of curb.

The Contractor shall notify the Engineer when the concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. 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 cost of such mitigation shall be done by the Contractor. The Engineer may direct minor adjustments to the forms, at no cost to the City. Contractor to hire a licensed surveyor to certify that the ramps have been built per plan.

New vertical curb, curb and gutter, sidewalk, sidewalk crossing and cross gutter shall be doweled into existing vertical curb, curb and gutter, sidewalk, sidewalk crossing and cross gutters. Dowels shall be #4 rebar, plastic, or zinc coated to prevent rust and twelve (12) inches in length, six (6) inches into existing. A minimum of three (3) dowels shall be used to connect new and existing curb and gutters. Dowels shall be spaced at a minimum of 18" on center at sidewalks with a minimum of two (2) per location and at a minimum of twelve (12) inches on center for sidewalk to curb locations.

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

CONCRETE STRUCTURES

All concrete structures shall conform to Section 51 "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Drainage Facilities", Section 75 "Miscellaneous Metal" of the Standard Specifications and these specifications.

Storm drain inlet type 103BR shall conform to City Detail No. 103 BR, the Plans and these Specifications.

Storm drain manholes shall conform to City Detail No. 200 R, the Plans and these Specifications.

All precast members shall conform to Section 70-4, "Precast Concrete Pipe Drainage Facilities", of the Standard Specifications. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.

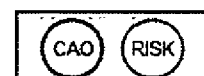
STREET SIGNS AND POST

Existing roadside signs, where shown on the plans to be relocated, shall be removed and relocated or replaced with new sign panel and post as shown on the plans and as directed by the Engineer. New signs shall be set as directed by the engineer.

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

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

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



REMOVE TRAFFIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

Removal of existing traffic stripes and pavement markings shall conform to Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings", of the Standard Specifications, Plans, Specifications and as directed by the Engineer. Removal of existing pavement markers shall conform to Section 15-2.02D, "Remove Pavement Markers", of the Standard Specifications, Plans, Specifications and as directed by the Engineer.

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

PAINTED TRAFFIC STRIPES, PAVEMENT MARKINGS AND RED CURB

All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement Markings", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer.

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

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

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

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

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

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

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

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

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

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

All stripes and markings shall be applied only on dry surfaces and during period of favorable weather. Painting shall not be performed when the atmospheric temperature is below 50° F, or when freshly painted surfaces may become damaged by rain, fog or condensation, or when it can be anticipated that the atmospheric temperature will drop below 50° F.

All painted markings at the resurfaced legs of the intersection shall be applied in two coats. Glass spheres shall be applied in both paint applications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pavements. It may be applied either cold or hot and with either air atomizing or airless equipment.

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

THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement Markings", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer. Cat tracking, as specified elsewhere in these specifications, is required before permanent traffic stripes and pavement markings are placed.

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

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

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

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

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

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

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

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

PAVEMENT MARKERS

All work and materials under this section shall conform to Section 85, "Pavement Markings", of the Standard Specifications, the Plans, Specifications and as directed by the Engineer. Cat tracking, as specified elsewhere in these specifications, is required before permanent pavement markers are placed.

The CONTRACTOR shall furnish the ENGINEER certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05, "Quality Assurance," of the Standard Specifications.

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

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

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

Pavement markers shall not be placed on painted surfaces.

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

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

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APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Bid Bond	_____
4. Declaration of Bidder	_____
5. Acknowledgement of Addenda (if applicable)	_____
6. Bidder's Statement of Qualifications	_____
7. Subcontractor's List	_____
8. Noncollusion Declaration	_____
9. Debarment and Suspension Certification	_____
10. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	_____
14. Disclosure of Lobbying Activities (if Applicable)	_____
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	_____
16. Section 3 Certification	_____

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

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name Signature Date



**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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

BASE BID

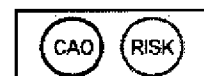
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,000	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	750	SF		
16	Hot Mix Asphalt Mill Grind (3" thick)	48,000	SF		

17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	50,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	2,000	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	200	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	8,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	18,700	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	55,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	2,250	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	3,000	SF		
34	Construct Curb Drain	100	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,500	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		
42	Construct Concrete Commercial Driveway	1,250	SF		

43	Manhole Adjustment to Grade	20	EA		
44	Cleanout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	9	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Fire Alarm Box Adjustment to Grade	1	EA		
48	Remove, Replace, and Adjust Water Valve Box to Grade	31	EA		
49	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
50	Provide and Install Roadside Signs	13	EA		
51	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
52	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
53	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
54	Pavement Marking, Zebra Crosswalk (Paint)	500	SF		
55	Pavement Marking, "STOP" Legend (Paint)	250	SF		
56	Pavement Marking, 12" Limit Line (Paint)	150	SF		
57	Pavement Marker, Type BB (Blue)	10	EA		
58	Curb Painting, Red (Paint)	400	LF		
59	Refresh Pavement Markings (Paint)	1	LS		
60	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 60) (In Words)					(In Figures)
_____					\$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
61	Sawcut, Concrete Sidewalk or Driveway	1	LS		
62	Demolition and Disposal, Concrete Curb and Gutter	300	LF		



63	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
64	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,500	SF		
65	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	15,500	SF		
66	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,250	SF		
67	Subgrade Enhancement Geotextile	10,500	SF		
68	Aggregate Base (8" thick, Class II)	11,000	SF		
69	Construct Concrete Curb and Gutter (City Detail No. 100 R)	225	LF		
70	Construct Concrete Sidewalk (City Detail No. 111 R)	1,750	SF		
71	Construct Concrete Commercial Driveway	1,500	SF		
72	Water Meter Box Adjustment to Grade	8	EA		
73	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
74	Provide and Install Roadside Signs	2	EA		
75	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
76	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
77	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
78	Curb Painting, Red (Paint)	21	LF		
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID					
79	Wedge Grind	(540)	SF		
80	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(6,470)	SF		
81	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,620)	SF		
TOTAL ALTERNATE BID (ITEMS 61 THROUGH 78 LESS ITMES 79 THROUGH 81) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL (ITEMS 1 THROUGH 78 LESS ITEMS 79 THROUGH 81) (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 Grand Total (Items 1 through 78 less Items 79 through 81).

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

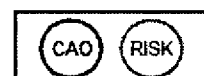
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<hr/>	
(Bidder/Principal Name)	
By:	<hr/>
	(Signature)
	<hr/>
	(Typed or Printed Name)
Title:	<hr/>
(Attach Notary Public Acknowledgement of Principal's Signature)	

<hr/>	
(Surety Name)	
By:	<hr/>
	(Signature of Attorney-In-Fact for Surety)
	<hr/>
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (I) Attorney-In-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
<hr/>	
(Contact Name)	
<hr/>	
(Street Address)	
<hr/>	
(City, State & Zip Code)	
()	()
Telephone	Fax
<hr/>	
(Email address)	



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: _____

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____

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

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

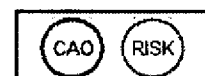
Email: _____

(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



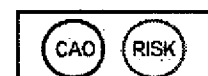
ACKNOWLEDGEMENT OF ADDENDA

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 (Please acknowledge with initials)

DATE RECEIVED

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUB-CONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion 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.

Bidder hereby certifies(s) he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

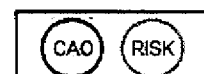
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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:

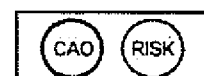
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED </div>	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
Name and Title of Signer (please type) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Signature <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	Date <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

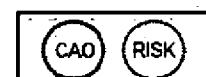


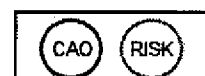
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			15. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons; e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantaged Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>	<hr/>	<hr/>
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

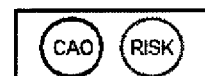
NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



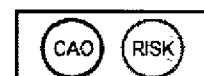
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



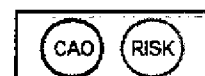
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



APPENDIX B: HUD FORM 4010



Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

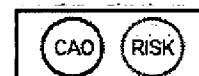
(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

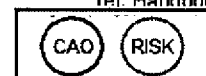
3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

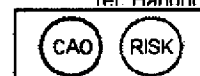
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

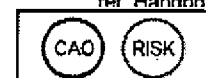
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

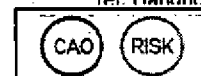
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



APPENDIX C: SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

§ 135.1**APPENDIX TO PART 135**

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions**§ 135.1 Purpose.**

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

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expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

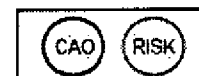
(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(i) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.



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§ 135.5

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection



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with section 3 covered projects (as described in § 135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

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Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

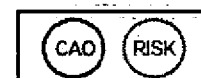
Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or



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(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

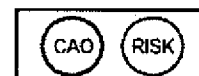
Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that



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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.



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(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

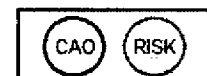
(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a-276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended



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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in § 135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project:

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

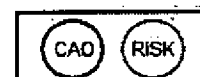
(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;



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(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§ 135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

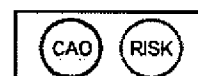
(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist



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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority:

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

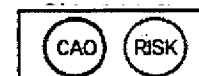
(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments



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for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§135.38 Section 3 clause.

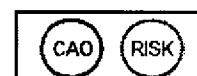
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR



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part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

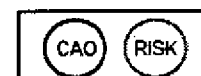
(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]**Subpart D—Complaint and Compliance Review****§ 135.70 General.**

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this



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part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.



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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint.*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete



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information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint*. Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

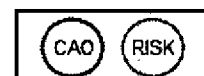
(2) *Informal resolution*. Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution*. The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions*. Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint*. The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited*. No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of



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complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

APPENDIX TO PART 135

1. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

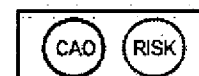
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2



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persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

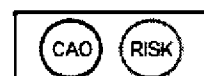
(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.



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(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

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\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

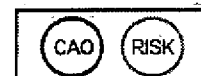
- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:



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(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	whichever of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/4% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

Sec.

146.1 Purpose of the Age Discrimination Act of 1975.

146.3 Purpose of HUD's age discrimination regulation.

146.5 Applicability of part.

146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

146.11 Scope of subpart.

146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

146.21 General responsibilities.

146.23 Notice of subrecipients.

146.25 Assurance of compliance and recipient assessment of age distinctions.

146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

146.31 Compliance reviews.

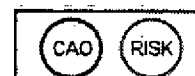
146.33 Complaints.

146.35 Mediation.

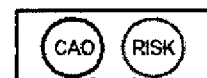
146.37 Investigation.

146.39 Enforcement procedures.

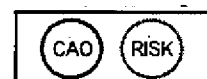
146.41 Prohibition against intimidation or retaliation.



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APPENDIX D: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

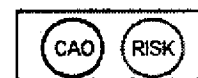
b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5; and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

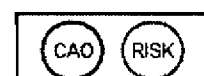
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

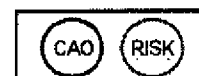
d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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APPENDIX E: DAVIS-BACON ACT (JULY 2005)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

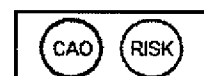
(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.



(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The City shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the City to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the City shall refer the questions, including the views of all interested parties and the recommendation of the City, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The City will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The City will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the City will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the City or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the City or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

APPRENTICES AND TRAINEES (JULY 2005)

(a) *Apprentices.*

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.



(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

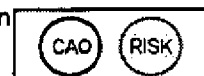
(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs and

file



fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—

Superintendent of Documents
U.S. Government Printing
Office Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

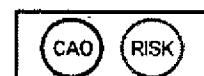
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the City or authorized representatives of the City or the Department of Labor. The Contractor or subcontractor shall permit the City or representatives of the City or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.



COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

WITHHOLDING OF FUNDS (FEB 1988)

The City shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

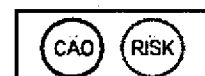
(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination—Debarment;



- (9) Disputes Concerning Labor Standards;
- (10) Compliance With Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the City a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the City an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

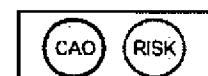
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract

CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

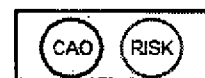


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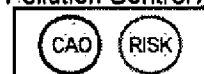
APPENDIX F: ADDITIONAL REGULATIONS

Agency and Contractor agree to comply with all applicable state and local codes, ordinances and other applicable laws and with all applicable program requirements prescribed by the City and CDBG and to any amendments hereafter to CDBG program guidelines and requirements. These include, but are not limited to the following:

1. The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4006), regulations under 44 CFR, Parts 59 – 79, and the Coastal Barrier Resources Act (16 U.S.C. 3601).
2. The regulations of 24 CFR, Part 58 furthering the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), and applicable related environmental authorities at 24 CFR, Part 50.4, and HUD's implementing regulations at 24 CFR, Part 50.
3. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR, Part 100, Part 109, and Part 110; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1, Section 109 of title I of the Housing and Community Development Act of 1974 as codified in 24 CFR, Part 6, and will affirmatively further fair housing.
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance.
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities, the Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people, and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection With Assisted Projects), and with implementing regulations at 24 CFR 135.
7. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.
8. Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by minority- and women-owned business enterprises.
9. The policies, guidelines, and requirements, as applicable, of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - a. A-87
 - b. A-110
 - c. A-122
 - d. A-133.
10. The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace.
11. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR, Part 35, under which Section 35.115 exempts residential property that is reserved exclusively for persons with disabilities with no child less than six years of age residing or expected to reside in such housing.



12. Conflict of interest provisions referred to in Section 530 of the Notice of Program Guidelines 56 F.R. 4458 and 24 CFR 85.36 and 24 CFR 84.42, which provide that no person who is an employee, agent, consultant, officer, or elected or appointed official of the entity and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
13. The requirements of Section 104(d) of the Housing and Community Development Act of 1974, if applicable, or the requirements of the Uniform Relocation Act (42 U.S.C. 4601-4655).
14. The requirements of Title VI of the Civil Rights Act of 1964 (78 Statute 252). Grantee also agrees not to discriminate upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin in the sale, lease, rental use or occupancy of the real property rehabilitated with the assistance of this grant. The United States of America shall be deemed to be a beneficiary of this provision both for its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or equity or any other proper proceedings to enforce the curing of such breach.
15. The requirements and terms of federal laws and regulations pertaining to labor standards under Section 110(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), including but not limited to the Copeland "Anti-Kickback" Act and the Davis-Bacon Act under which Grantee, all contractors and subcontractors engaged in contracts in excess of \$2,000 are subject to the federal labor standards provision which govern the payment of wages, the ratio of apprentices and trainees to journeymen, and the payment of overtime compensation in accordance with and subject to the Contract Work Hours and Safety Standards Act (40 USC 327-332).
16. NOTE: Apprentice or trainees cannot be paid unless the apprentice or training program is certified by the State Bureau of Apprenticeship and Training. If apprentices or trainees are to be used, the contractor must provide the Agency with a copy of the State certification of the program.
17. The requirements set forth in 24 CFR, Part 5 regarding the prohibition of use of Debarred, suspended, or ineligible contractors and participants.
18. Executive order 12372 for the planning or construction (reconstruction and installation) of water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
19. Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
20. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
21. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
22. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

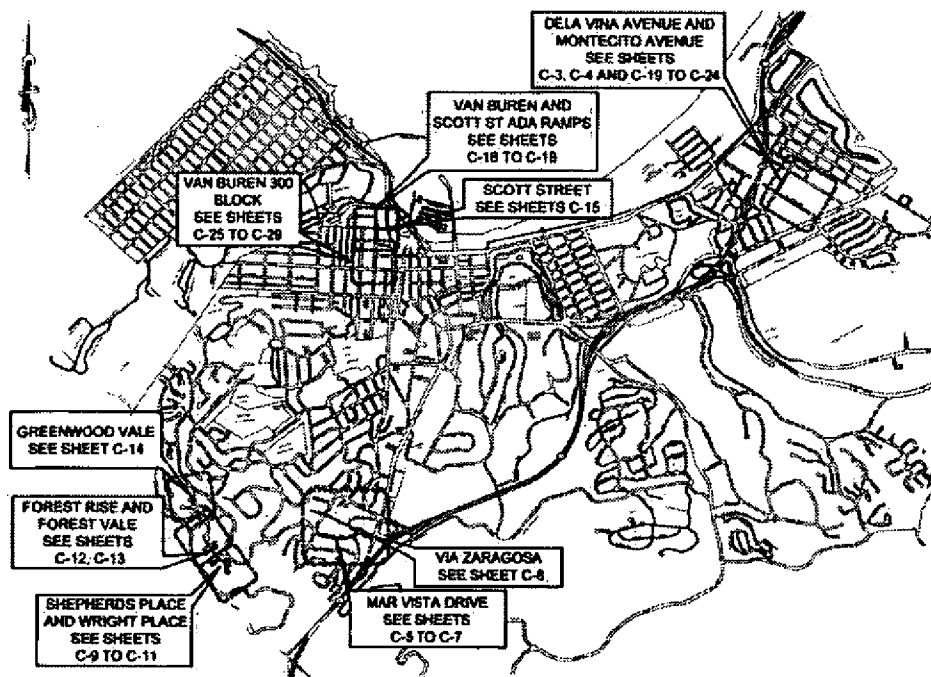


amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
24. Procurement of recovered materials.- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MAY 2010

41C1050	DELA VINA AVENUE PAVEMENT RECONSTRUCTION
35C1553C	VARIOUS STREETS PAVEMENT RECONSTRUCTION (FOREST RISE, FOREST VALE, GREENWOOD VALE, MAR VISTA DRIVE, MONTECITO AVENUE, SHEPHERDS PLACE, VIA ZARAGOSA, WRIGHT PLACE, SCOTT STREET)
41C1551	VAN BUREN AND SCOTT STREET ADA RAMPS
35C1555	DELA VINA AVENUE AND MONTECITO AVENUE ADA RAMPS
35N1819	VAN BUREN 300 BLOCK STREET RECONSTRUCTION



VICINITY MAP

- C-1 TITLE SHEET
- C-2 GENERAL NOTES
- C-3 DELTA VINA AVENUE PAVEMENT RECONSTRUCTION PLAN (14C1680)
- C-4 MONTECITO AVENUE PAVEMENT RECONSTRUCTION PLAN (14C1683C)
- C-5 MAR VISTA DRIVE PAVEMENT RECONSTRUCTION PLAN A (14C1683C)
- C-6 MAR VISTA DRIVE PAVEMENT RECONSTRUCTION PLAN B (14C1683C)
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- C-8 VIA ZAPACOSA PAVEMENT RECONSTRUCTION PLAN (14C1683C)
- C-9 SHERMERDA PLACE PAVEMENT RECONSTRUCTION PLAN A (14C1683C)
- C-10 SHERMERDA PLACE PAVEMENT RECONSTRUCTION PLAN B (14C1683C)
- C-11 WRIGHT PLACE PAVEMENT RECONSTRUCTION PLAN (14C1683C)
- C-12 FOREST HILL AND FOREST VALE PAVEMENT RECONSTRUCTION PLAN A (14C1683C)
- C-13 FOREST HILL AND FOREST VALE PAVEMENT RECONSTRUCTION PLAN B (14C1683C)
- C-14 GREENWOOD VALE PAVEMENT RECONSTRUCTION PLAN (14C1683C)
- C-15 SCOTT STREET PAVEMENT RECONSTRUCTION PLAN (14C1683C)
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- C-17 VAN BUREN AND SCOTT STREET ADA RAMPS (14C1683) - NORTH CURB RETURNS
- C-18 VAN BUREN AND SCOTT STREET ADA RAMPS (14C1683) - STRIPPING AND GENERAL NOTES B
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- C-28 VAN BUREN 300 BLOCK STREET RECONSTRUCTION (15N1619) - CONSTRUCTION PLAN NORTH
- C-29 VAN BUREN 300 BLOCK STREET RECONSTRUCTION (15N1619) - TEMPORARY WATER POLLUTION CONTROL PLAN
- C-30 CITY STANDARD DETAILS
- C-31 CITY STANDARD DETAILS & DETAILS
- C-32 DETAILS
- C-33 TYPICAL CONSTRUCTION BEST MANAGEMENT PRACTICES



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.948.3221 WEBSITE: WWW.MONTEREY.ORG



DECLASSIFY BY	NO.	CATEGORY	REVISION
[] STAFF / ENG			
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[] STAFF / ENG			
DECLASSIFIED BY:			
[] STAFF / ENG			
DECLASSIFIED BY:			

**CITYWIDE ADA RAMPs AND STREET
RECONSTRUCTION, PHASE 2**
442C1002 342C1002C 442C1001 342C1002 342C1001B

TITLE SHEET

CLASS	REF
DATE	APR 12 1979
BY	C-1

2008年12月15日

- [illegible]

2008年12月15日

- THE CONTRACTOR WILL PROTECT EXISTING SURVEY MONUMENTS & SETTING/CONTROL MONUMENTS. DAMAGE SURVEY MONUMENTS THE CONTRACTOR SHALL REPLACE THEM IN PLACE AT 300 ASSUMED COST.
2. EXISTING TOPOGRAPHY MONUMENTS BASED ON MEASURED 30' X 30' YIELDS SURVEY WALLS CIRCULAR
3. BENCHMARKS AND BASES OF BEARING ARE SHOWN ON PROJECT CONTROL SHEET
4. POINT OF INTERSECTION BEING SHOWN AND APPROXIMATE AND BASED ON RECORD INFORMATION ONLY. BOUNDARY SURVEYS MUST BE SET CORRECTLY

TRAFFIC NOTES:

- THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN A SIGNAL OF ONE LIGHT OPER TO TRAFFIC THROUGHOUT THE WORK AREA UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ALSO PROVIDE TRAFFIC SIGNAL PLAN 115 FOR BEING EFFECTIVE THE SIGNAL DAY.
1. CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL SIGNALS TO THE PUBLIC. THE PUBLIC DEPARTMENT FROM EACH SIDE OF CONSTRUCTION PRIOR TO THE BEGINNING OF CONSTRUCTION. THE SIGNAL SHALL BE:
- 1. TRAFFIC CONTROL SIGNALS SHALL BE SUBMITTED TO PUBLIC WORKS DEPARTMENT, A BRANCH OF TWO BRANCHES PRIOR TO CONSTRUCTION OF WORK OR THE BEGINNING OF TRAFFIC CONTROL.
 - 2. TRAFFIC CONTROL SIGNALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION OF THE PROJECT.
- ALL TRAFFIC CONTROL SIGNALS SHALL BE INSTALLED AND MAINTAINED CONFORM TO CURRENT VERSIONS OF STATE OF CALIFORNIA MANUAL ON UNIFORM CONTROL SIGNALS.

UTILITY MOTIVATION

1. THE CONTRACTOR SHALL NOTIFY THE UNDERGROUND SERVICE ALERT (USA) CALL TOLL FREE NUMBER 811 AND THE CITY AT LEAST 72 HOURS IN ADVANCE OF BEGINNING ANY UNDERGROUND WORK.
2. THE CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION, DEPTH AND CONDITION OF EXISTING UTILITY FACILITIES PRIOR TO BEGINNING ANY EXCAVATION OR OTHER DISTURBANCE WORK IN THE VICINITY OF THESE UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY OWNERS FOR WORK AFFECTING THEIR FACILITIES.
4. ALL TRENCHES AND WORK ARE COVERED TO REMAIN SHALL BE PROTECTED IN PLACE OR ADJUSTED TO GRABER, ONE SIDE RAMP.

ABBREVIATIONS

[illegible]

	REINFORCING WALL
	STREET RECONSTRUCTION, 9' THICK
	STREET RECONSTRUCTION, 6' THICK
	STREET RECONSTRUCTION, 4' INCREMENT
	FORM, OR JOB
	SHOULDER BACKING
	CONCRETE
	OBJECTABLE GRAINING SURFACE



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
300 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 646 3321 WEBSITE: WWW.MONTEREY.ORG



VERIFIED BY:
 DATE: 11/11/00
 BY: [Signature]
 CHECKED BY:
 DATE: 11/11/00
 BY: [Signature]

NO.	DATE	REMARKS
1	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
2	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
3	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
4	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
5	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
6	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
7	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
8	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
9	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR
10	10/10/50	RECEIVED FROM THE U.S. DEPARTMENT OF THE INTERIOR

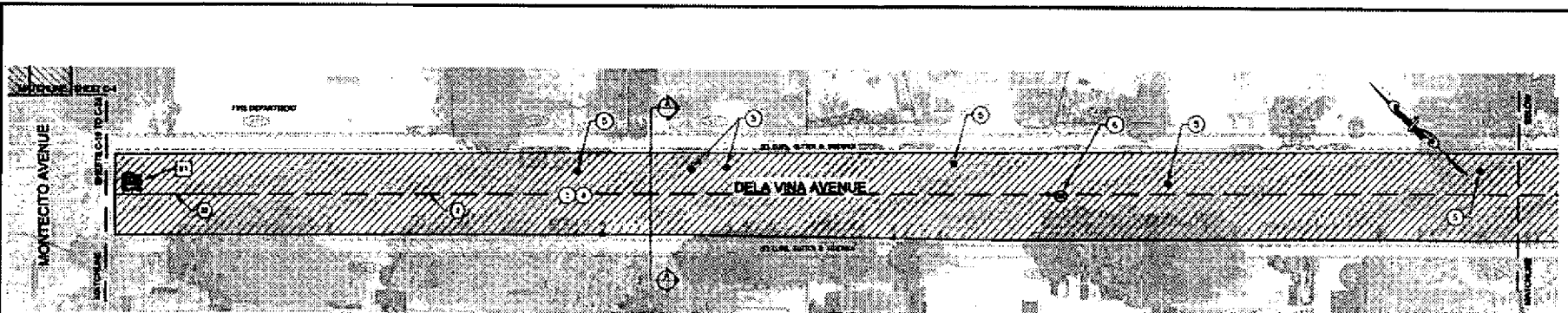
**CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION, PHASE 2**
(HIC1000, 25C1000, 41C1001, 50C1000, 20C1000)

GENERAL NOTES



이름: 성명: 성별: 나이:

C-2



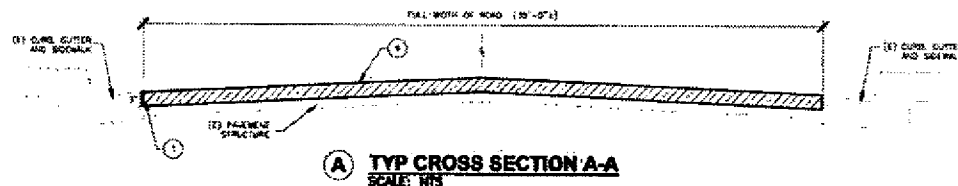
DELA VINA AVENUE AREA PLAN (MONTECITO AVENUE TO 444 DELA VINA AVENUE)
SCALE: 1" = 20'-0"



DELA VINA AVENUE AREA PLAN (444 DELA VINA AVENUE TO N. FREMONT STREET)
SCALE: 1" = 20'-0"

TRAFFIC CONTROL/CONSTRUCTION NOTES

- COORDINATE WORK SCHEDULE WITH THE FIRE DEPARTMENT.
- ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC.
- IF AT ANY TIME THE DRIVEWAY TO THE FIRE ENGINE BAY SHALL BE BLOCKED THE DUTY DIVISION CHIEF MUST BE NOTIFIED (241) 851-5500 TO MAKE ARRANGEMENTS TO MOVE APPARATUS IN CASE OF EMERGENCY.
- ALL WORK SHALL BE DONE ON WEDNESDAYS BETWEEN 7:30 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BY ONE P.M. UNLESS OTHERWISE NOTED.
- ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS ALL LANES SHALL BE OPENED.
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
- ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE REARRANGED WITH THE PUBLIC WORKS INSPECTOR.



A TYP CROSS SECTION A-A
SCALE: NTS

KEYED NOTES

- 1" MILL GRIND EXISTING PAV.
- PLACE 1 1/2" SURFACE 1 1/2" THICK, 1 1/2" AGG., NO RAP.
- RAISE EXISTING WATER VALVE. PER DETAIL 2. SEE SHEET C-33.
- RAISE EXISTING MANHOLE. PER DETAIL 1. SEE SHEET C-32.

LEGEND

LIMITS OF RECONSTRUCTION
TOTAL AREA = 438,500 SF

STRIPING KEY

NEW INSTALLATION

- 1" TOP LEGEND (WHITE PAVT)
- DETAIL 22 (THIRDBAY)
- DETAIL 2 (THIRDBAY)

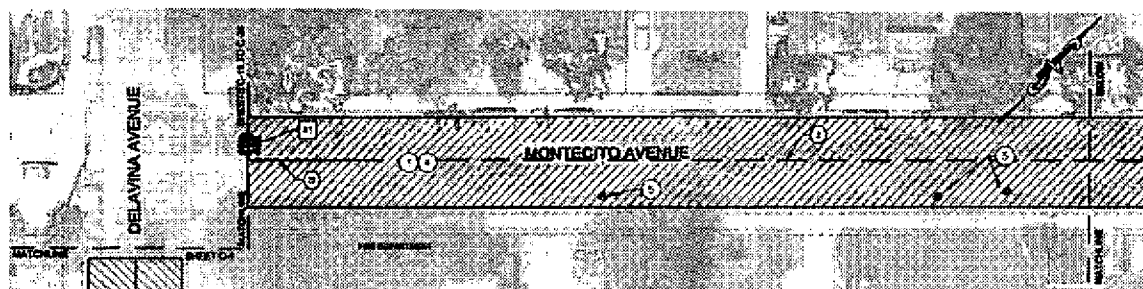


CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3821 WEBSITE: WWW.MONTEREY.ORG



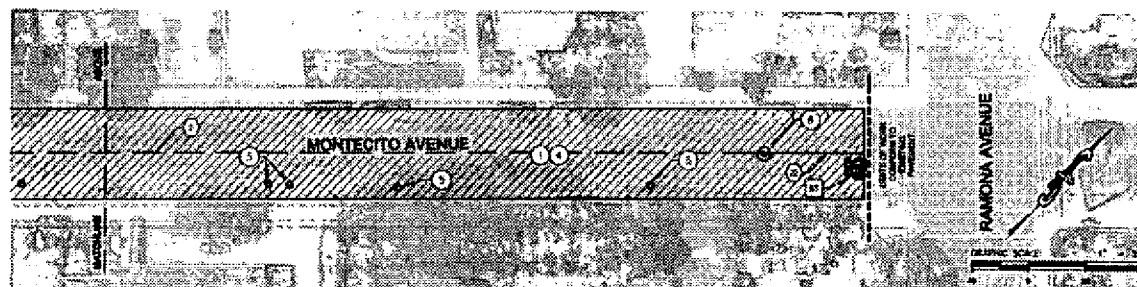
DESIGNED BY	CHECKED BY	DATE
M. BAKER	M. BAKER	11/11/11
11/11/11		

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2	
41C 0008, 05C 0002, 41C 1001, 38C 1005, 04M 1006	
DELA VINA AVENUE PAVEMENT RECONSTRUCTION PLAN	
(41C1001)	
DATE: 11/11/11	BY: M. BAKER
C-3	SHEET 2 OF 12



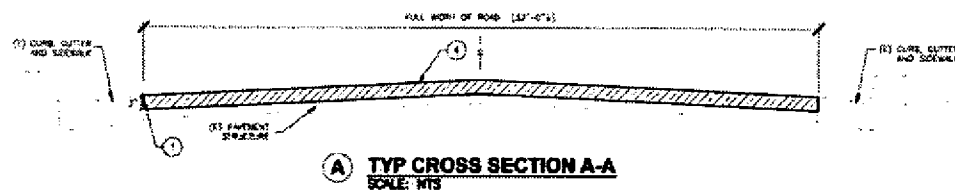
MONTECITO AVENUE AREA PLAN (DELAVINA AVENUE TO 215 MONTECITO AVENUE)

SCALE: 1" = 20'-0"



MONTECITO AVENUE AREA PLAN (215 MONTECITO AVENUE TO RAMONA AVENUE)

SCALE: 1" = 20'-0"



KEYED NOTES

- ① FILL GRIND EXISTING PAV
- ② PLACE HMA SURFACE (3" THICK, 1/2" AGG, NO RAP)
- ③ RAISE EXISTING WATER VALVE, PER DETAIL 2, SEE SHEET C-32
- ④ RAISE EXISTING MANHOLE, PER DETAIL 1, SEE SHEET C-32

LEGEND

UNITS OF RECONSTRUCTION
TOTAL AREA = 218,000 SF

STRIPING KEY

NEW INSTALLATION

- ① TYP LEGEND (SEE DETAIL 1)
- ② DETAIL 32 (SEE DETAIL 1)
- ③ DETAIL 32 (SEE DETAIL 1)

TRAFFIC CONTROL/CONSTRUCTION NOTES

1. COORDINATE WORK SCHEDULE WITH THE FIRE DEPARTMENT.
2. ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC.
3. IF AT ANY TIME THE DRIVEWAY TO THE FIRE ENGINE BAY WILL BE BLOCKED, THE DUTY DIVISION CHIEF MUST BE NOTIFIED (855-801-5000) TO MAKE ARRANGEMENTS TO MOVE APPARATUS IN CASE OF EMERGENCY.
4. ALL WORK SHALL BE DONE ON WEDNESDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
5. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
6. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH CALTRANS TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
7. ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 646 3621 WEBSITE: WWW.MONTEREY.ORG



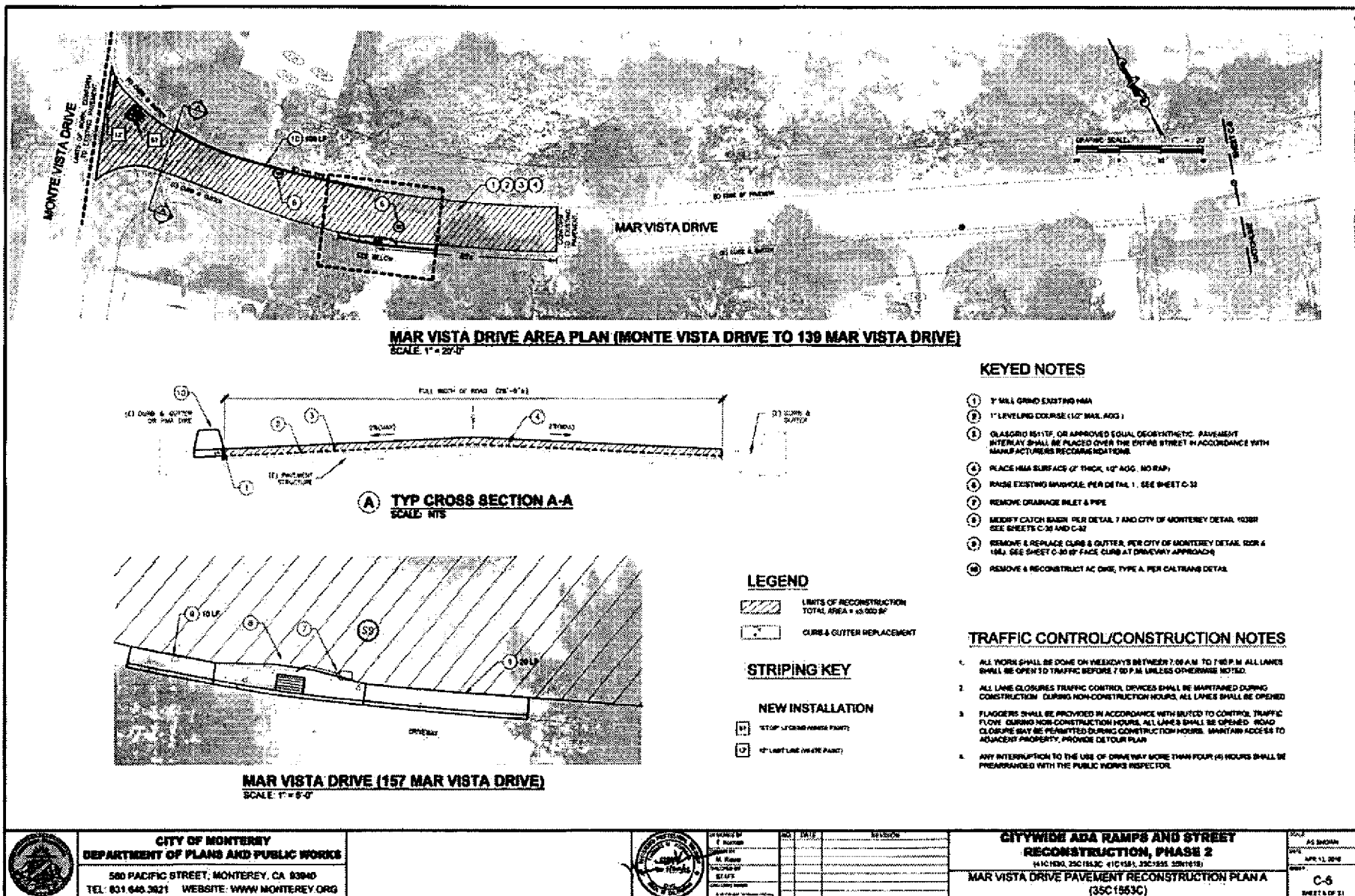
DESIGNED BY
CHECKED BY
DATE
STAFF
CITY ENGINEER

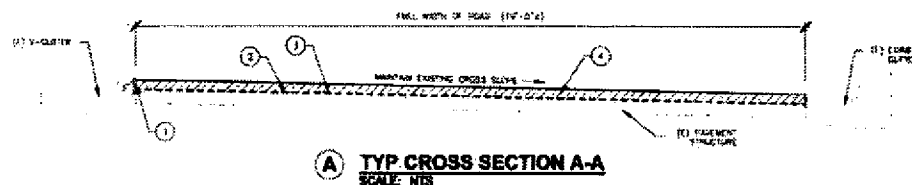
PROJECT NO.
DATE
REVISION

REVISION
DATE
BY

**CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION, PHASE 2**
(ATC 1008, 35C1553C, ATC1551, 35C1554, 35W1019)
MONTECITO AVENUE PAVEMENT RECONSTRUCTION PLAN
(35C1553C)

SCALE: 1" = 20'
DATE: APR 15, 2019
SHEET: C-4
SHEET 4 OF 31





1. ALL WORK SHALL BE DONE ON UNPAVED AREAS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANE SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
2. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING ROAD CONSTRUCTION HOURS, ALL LANE SHALL BE OPENED.
3. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW DURING HIGH-CONFLICT TRAFFIC CONTROL. ALL LANE SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
4. ANY VIOLATION TO THE USE OF DEVIATION MORE THAN FOUR (4) HOURS SHALL BE PREPARED WITH THE PUBLIC WORKS INSPECTOR.

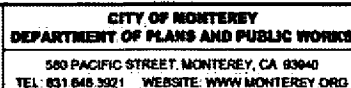
DETAILS OF RECONSTRUCTION
TOTAL AREA = 58,500 SF

NEW INSTALLATION

BT RETURN LINE (SAMPLE # 10001)

CT RETURN LINE (SAMPLE # 10002)

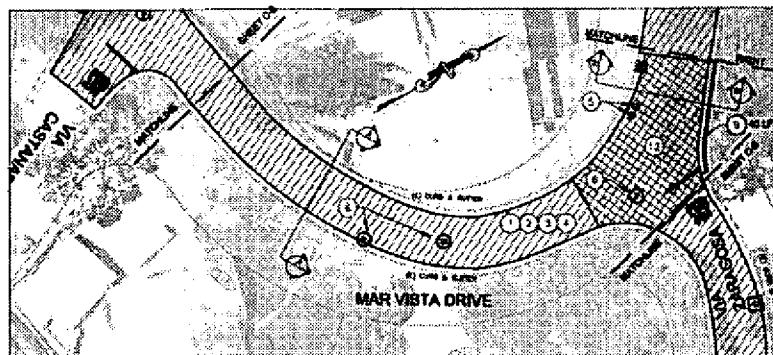
- 3) 1" MILL GRIND EXISTING 18" DIA
- 4) 1" LEVELING COURSE (18" MIN. AGG.)
- 5) GLASSBORO 2511F, OR APPROXIMATE EQUAL, OF SYNTHETIC. PAVEMENT
INTERLAY SHALL BE PLACED OVER THE ENTIRE STREET IN ACCORDANCE WITH
MANUFACTURER'S RECOMMENDATIONS.
- 6) PLACE 18" SURFACE OF THICK 1" AGG., NO RUNS
- 7) RAISE EXISTING WATER VALVE. PER DETAIL 7. SEE SHEET C-2
- 8) RAISE EXISTING STORM DRAIN MANHOLE. PER DETAIL 1. SEE SHEET C-2
- 9) RAISE MANHOLE AT CORN. DRAIN OF MONTGOMERY DETAIL 1204R. SEE SHEET C-30



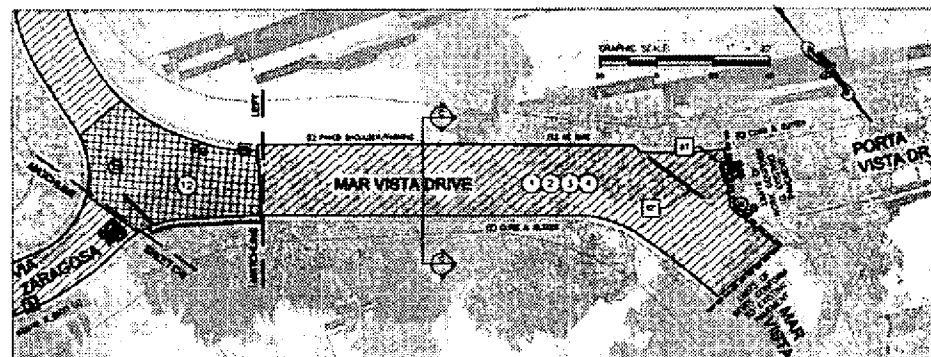
DISCLOSED BY	MS.	DATE	REVISION
J. Harman			
MA. Pinner			
STAFF			
END			

**CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION, PHASE 2**
(A1C1029 35C1553C, A1C1551, 35C1555 35N1410)
AR VISTA DRIVE PAVEMENT RECONSTRUCTION P
(35C1553C)

C-6



MAR VISTA DRIVE AREA PLAN (VIA CASTANADA TO VIA ZARAGOSA)
SCALE: 1" = 20'-0"



MAR VISTA DRIVE AREA PLAN (VIA ZARAGOSA TO PORTA VISTA DRIVE)
SCALE: 1" = 20'-0"

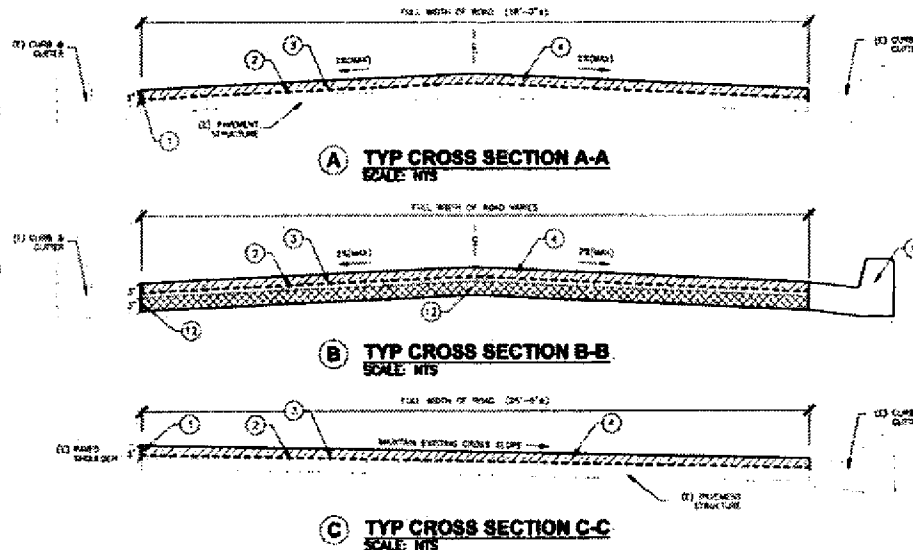
TRAFFIC CONTROL/CONSTRUCTION NOTES

- ALL WORK SHALL BE DONE ON WEEKDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. IN ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
- ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS ALL LANES SHALL BE OPENED.
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS ALL LANES SHALL BE OPENED. ROAD CLOSURES MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
- ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.

STRIPING KEY

NEW INSTALLATION

- 10" UP LEGEND (WHITE PAINT)
- 12" UP LEGEND (WHITE PAINT)



KEYED NOTES

- 3" MILL GRIND EXISTING HMA
- 1" LEVELING COURSE (1/2" MAX. AGG.)
- CLASSIFIED AS HYP. OR APPROVED EQUAL GEOSYNTHETIC PAVEMENT INTERLAY SHALL BE PLACED OVER THE ENTIRE STREET IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- PLACE HMA SURFACE (2" THICK, 1/2" AGG. NO RAP)
- RAISE EXISTING WATER VALVE. PER DETAIL 2, SEE SHEET C-32
- RAISE EXISTING STORM DRAIN MANHOLE. PER DETAIL 1, SEE SHEET C-32
- REMOVE & REPLACE CURB & GUTTER. PER CITY OF MONTEREY DETAIL 100R, SEE SHEET C-33
- 3" THICK ADDITIONAL DEMO, EARTHWORK & SUBGRADE PREPARATION PLACE HMA (2" THICK, 3/4" AGG.) PRIOR TO OPERATIONS OF NOTES 2, 3 AND 8. SEE SECTION B-B

LEGEND

- AREAS OF RECONSTRUCTION
TOTAL AREA = 212,300 SF
- 3" THICK HMA. SEE NOTE 13
TOTAL AREA = 11,800 SF
- CURB & GUTTER REPLACEMENT



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.648.2821 WEBSITE: WWW.MONTEREY.ORG

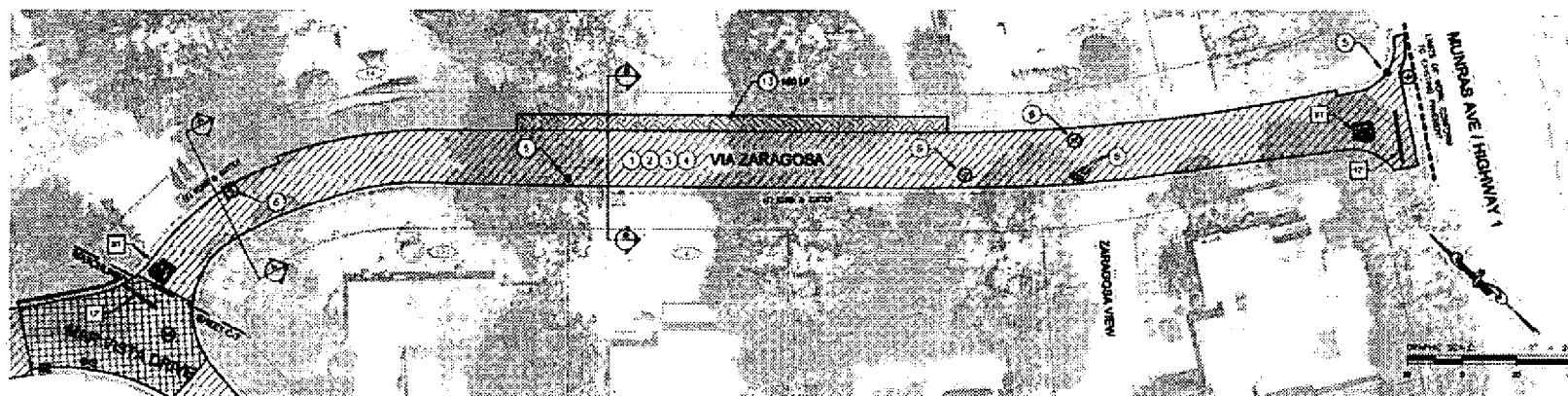


REVISION	DATE	BY	CHK
1	10/11/2011	W. BERRY	W. BERRY
2	10/11/2011	W. BERRY	W. BERRY
3	10/11/2011	W. BERRY	W. BERRY

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
4101 MAG. MONTEREY, CA 93940
MAR VISTA DRIVE PAVEMENT RECONSTRUCTION PLAN C
(35C1553C)

DATE: 10-11-2011
APP: 13-2011
SHEET: C-7
SHEET 7 OF 20





VIA ZARAGOSA AREA PLAN (MUNRAS AVENUE / HIGHWAY 1 TO MAR VISTA DRIVE)
SCALE: 1" = 20'-0"

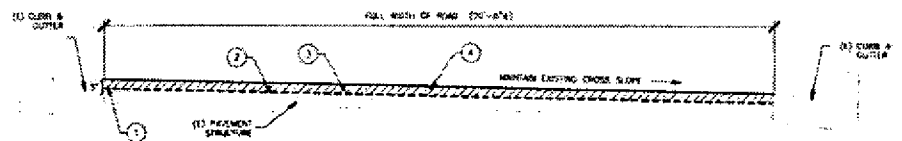
TRAFFIC CONTROL/CONSTRUCTION NOTES

- ALL WORK SHALL BE DONE ON WEEKDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
- ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURES MAY BE PERMITTED DURING CONSTRUCTION HOURS, MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
- ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.

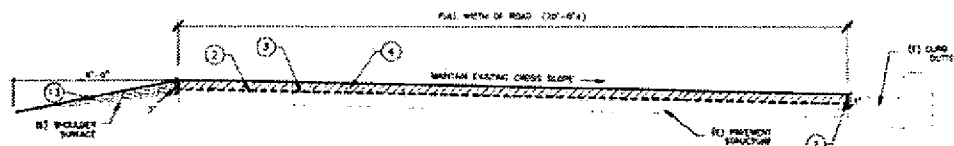
STRIPING KEY

NEW INSTALLATION

- ST STOP LEGEND (WHITE PAINT)
- TL 1" LINE (WHITE PAINT)



A TYP CROSS SECTION A-A
SCALE: NTS



B TYP CROSS SECTION B-B
SCALE: NTS

KEYED NOTES

- 3" MILL GRIND EXISTING HMA
- 1" LEVELING COURSE (1/2" MAX AGG)
- GLASSFIBER REINFORCEMENT OR APPROVED EQUAL GEOSYNTHETIC. PAVEMENT INTERLAY SHALL BE PLACED OVER THE ENTIRE STREET IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
- PLACE HMA SURFACE (2" THICK, 1 1/2" AGG, NO RAP)
- RAISE EXISTING WATER VALVE. PER DETAIL 2, SEE SHEET C-32
- RAISE EXISTING MANHOLE. PER DETAIL 1, SEE SHEET C-32
- PLACE SHOULDER BARRIERS ALONG LENGTH OF ROAD. SEE SECTION B-B

LEGEND

- LIMITS OF RECONSTRUCTION
- TOTAL AREA = 48,500 SF
- SHOULDER BARRIERS
- TOTAL LENGTH = 810 LF

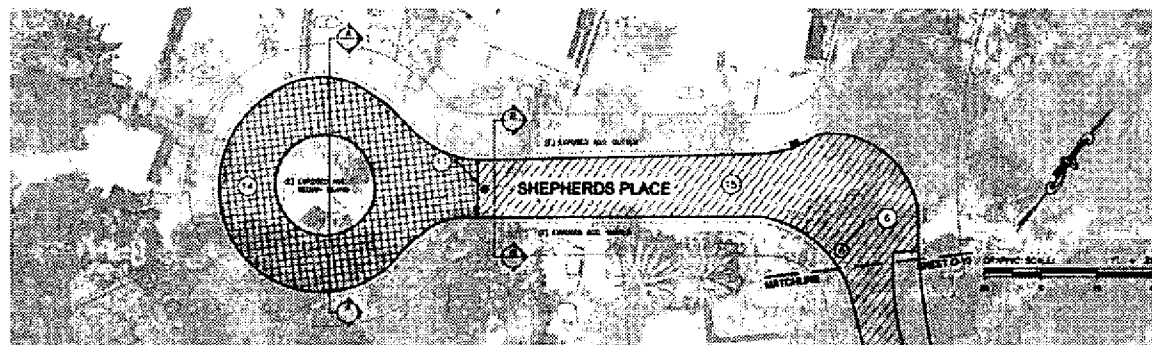


CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 848.3821 WEBSITE: WWW.MONTEREY.ORG



REVISION	DATE	BY
1. PREPARED BY: J. S. S. S.		
2. CHECKED BY: J. S. S. S.		
3. DESIGNED BY: J. S. S. S.		
4. DRAWN BY: J. S. S. S.		
5. IN CHARGE: J. S. S. S.		

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(11C1508, 11C1509, 11C1510, 11C1511, 11C1512, 11C1513, 11C1514, 11C1515, 11C1516, 11C1517, 11C1518, 11C1519, 11C1520, 11C1521, 11C1522, 11C1523, 11C1524, 11C1525, 11C1526, 11C1527, 11C1528, 11C1529, 11C1530, 11C1531, 11C1532, 11C1533, 11C1534, 11C1535, 11C1536, 11C1537, 11C1538, 11C1539, 11C1540, 11C1541, 11C1542, 11C1543, 11C1544, 11C1545, 11C1546, 11C1547, 11C1548, 11C1549, 11C1550, 11C1551, 11C1552, 11C1553, 11C1554, 11C1555, 11C1556, 11C1557, 11C1558, 11C1559, 11C1560, 11C1561, 11C1562, 11C1563, 11C1564, 11C1565, 11C1566, 11C1567, 11C1568, 11C1569, 11C1570, 11C1571, 11C1572, 11C1573, 11C1574, 11C1575, 11C1576, 11C1577, 11C1578, 11C1579, 11C1580, 11C1581, 11C1582, 11C1583, 11C1584, 11C1585, 11C1586, 11C1587, 11C1588, 11C1589, 11C1590, 11C1591, 11C1592, 11C1593, 11C1594, 11C1595, 11C1596, 11C1597, 11C1598, 11C1599, 11C1600, 11C1601, 11C1602, 11C1603, 11C1604, 11C1605, 11C1606, 11C1607, 11C1608, 11C1609, 11C1610, 11C1611, 11C1612, 11C1613, 11C1614, 11C1615, 11C1616, 11C1617, 11C1618, 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SHEPHERDS PLACE AREA PLAN (WEST END)
SCALE: 1" = 20'-0"

KEYED NOTES

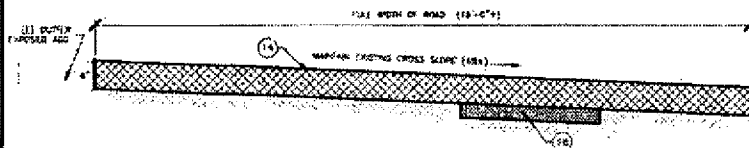
- (8) RAISE EXISTING MANHOLE, PER DETAIL 1, SEE SHEET C-32
- (9) RAISE MONUMENT, PER CITY OF MONTEREY DETAIL 105AR, SEE SHEET C-38
- (14) EXCAVATE TO A DEPTH OF 6" AND PLACE 6" HMA AND RAP ON TOP LIFT, SEE SECTION A-A, (RECOMPACT EXISTING SUBGRADE)
- (15) EXCAVATE TO A DEPTH OF 3" AND PLACE 3" HMA (18" AGG, NO RAP), SEE SECTION B-B, (RECOMPACT EXISTING SUBGRADE)
- (16) EXCAVATE AN INCREMENTAL DEPTH OF 3" AND PLACE 3" HMA (24" AGG) WHERE DIRECTED BY THE CITY INSPECTOR, (RECOMPACT EXISTING SUBGRADE)

LEGEND

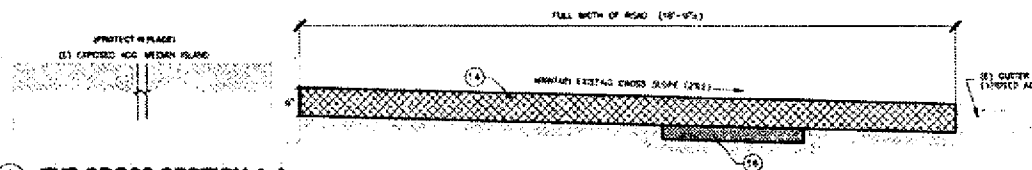
- 6" THICK NEW HMA, SEE NOTE 14
TOTAL AREA = 55,800 SF
- 3" THICK NEW HMA, SEE NOTE 15
TOTAL AREA = 94,800 SF
- 3" THICK NEW HMA (INCREMENT), SEE NOTE 16

TRAFFIC CONTROL/CONSTRUCTION NOTES

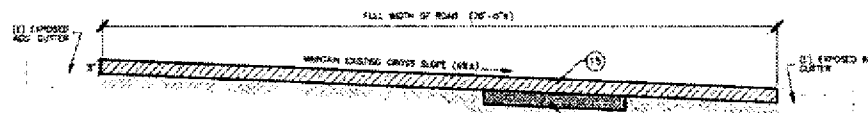
1. ALL WORK SHALL BE DONE ON WEEKDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
2. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
3. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH BAUTUS TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY, PROVIDE DETOUR PLAN.
4. ANY INTERRUPTION TO THE USE OF DRIVEWAYS MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.



(A) TYP CROSS SECTION A-A
SCALE: NTS



(B) TYP CROSS SECTION B-B
SCALE: NTS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
600 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.648.3921 WEBSITE: WWW.MONTEREY.ORG



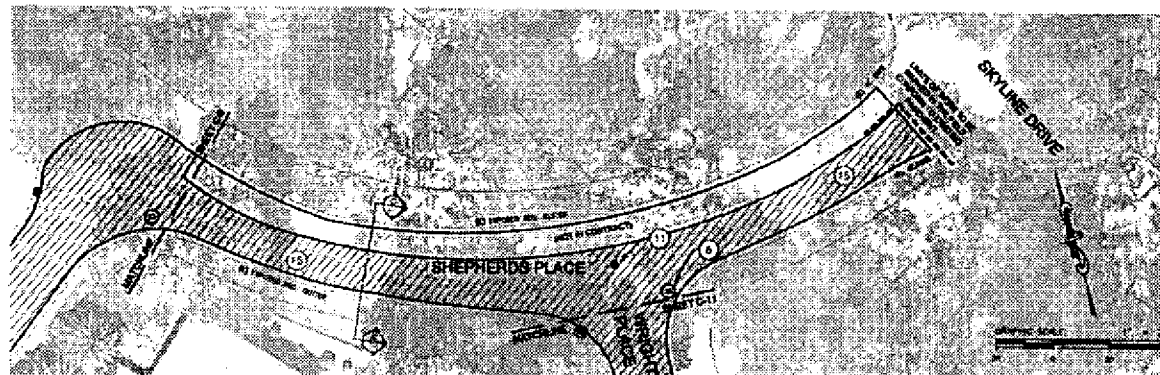
DATE	REVISION

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2

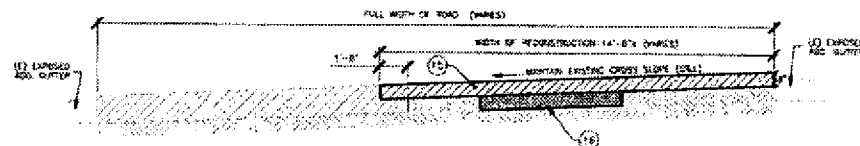
(H1C1808, 35C1553C, H1C1851, 35C1548, 35A1616)
SHEPHERDS PLACE PAVEMENT RECONSTRUCTION PLAN A
(35C1553C)

SCALE: 1" = 20'
DATE: APR 13, 2018
SHEET: C-9
SHEET 1 OF 27





SHEPHERDS PLACE AREA PLAN (WEST END TO SKYLINE DRIVE)
SCALE: 1" = 20'-0"



(C) TYP CROSS SECTION C-C
SCALE: NTS

KEYED NOTES

- (1) RAISE EXISTING MANHOLE, PER DETAIL 1, SEE SHEET C-32
- (2) RAISE MANHOLE, PER CITY OF MONTEREY DETAIL 10A, SEE SHEET C-30
- (3) EXCAVATE TO A DEPTH OF 3" AND PLACE 3" HMA (1 1/2" AGG, NO RHP) SEE SECTION B-B (RECOMPACT EXISTING SUBGRADE)
- (4) EXCAVATE AN INCREMENTAL DEPTH OF 3" AND PLACE 3" HMA (2 1/2" AGG) WHERE DIRECTED BY THE CITY INSPECTOR (RECOMPACT EXISTING SUBGRADE)

LEGEND

- 3" THICK NEW HMA, SEE NOTE 15
TOTAL AREA = 44,800 SF
- 3" THICK NEW HMA (INCREMENT), SEE NOTE 16

TRAFFIC CONTROL/CONSTRUCTION NOTES

1. ALL WORK SHALL BE DONE ON WEEKDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED
2. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED
3. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURES MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
4. ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3921 WEBSITE: WWW.MONTEREY.ORG



DESIGNED BY
CHECKED BY
STAFF
CITY ENGINEER
DATE

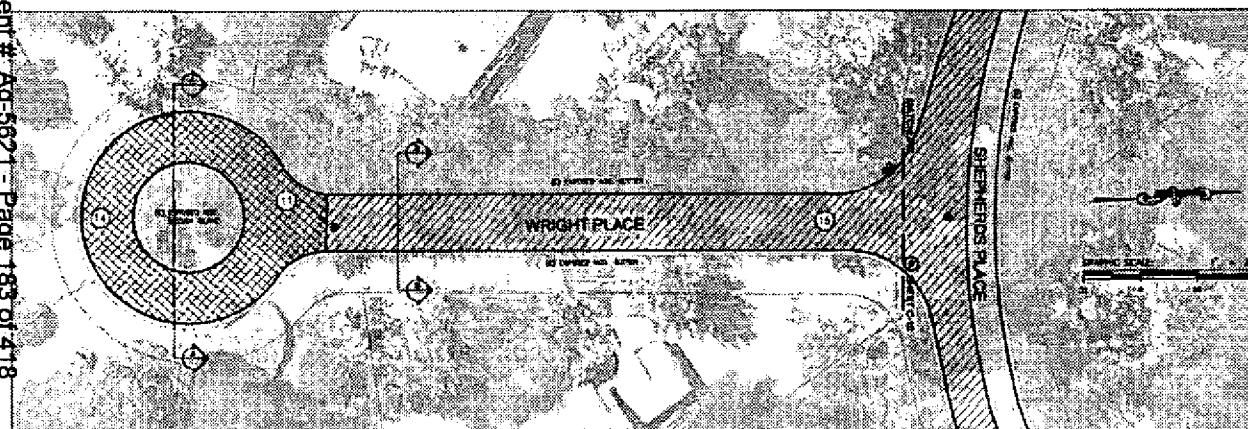
NO. DATE REVISION

NO. DATE REVISION

NO. DATE REVISION

**CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION, PHASE 2**
HATCHED, SSC1553C, 1/12/11, SSC1553C, 3/24/13
SHEPHERDS PLACE PAVEMENT RECONSTRUCTION PLAN B
(SSC1553C)

DATE: 11-28
BY: APR 13, 2016
CITY: C-10
SHEET: 10 OF 22



WRIGHT PLACE AREA PLAN (SOUTH END TO SHEPHERDS PLACE)
SCALE: 1" = 20'-0"

KEYED NOTES

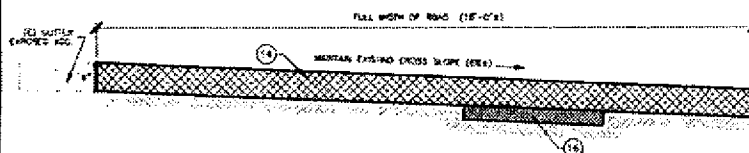
- (1) RAISE MONUMENT, PER CITY OF MONTEREY DETAIL 1054R, SEE SHEET C-30
- (2) EXCAVATE TO A DEPTH OF 3" AND PLACE 3" HMA AND RAP ON TOP LEFT, SEE SECTION A-A (RECOMPACT EXISTING SUBGRADE)
- (3) EXCAVATE TO A DEPTH OF 3" AND PLACE 3" HMA (1/2" AGG., NO RAP), SEE SECTION B-B (RECOMPACT EXISTING SUBGRADE)
- (4) EXCAVATE AN INCREMENTAL DEPTH OF 3" AND PLACE 3" HMA (3/4" AGG.) WHERE DIRECTED BY THE CITY INSPECTOR (RECOMPACT EXISTING SUBGRADE)

LEGEND

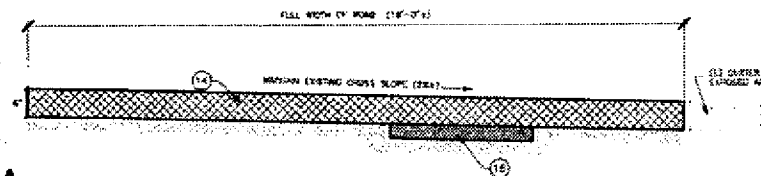
- 3" THICK NEW HMA, 1/2" AGG., SEE NOTE 14
TOTAL AREA = 43,760 SF
- 3" THICK NEW HMA, 3/4" AGG., SEE NOTE 15
TOTAL AREA = 34,230 SF
- 3" THICK NEW HMA (INCREMENT), SEE NOTE 16

TRAFFIC CONTROL/CONSTRUCTION NOTES

1. ALL WORK SHALL BE DONE ON WEDNESDAYS BETWEEN 7:00 A.M. TO 2:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
2. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
3. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH RULES TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
4. ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.



A TYP CROSS SECTION A-A
SCALE: 1" = 1'-0"



B TYP CROSS SECTION B-B
SCALE: 1" = 1'-0"

CAO
RISK

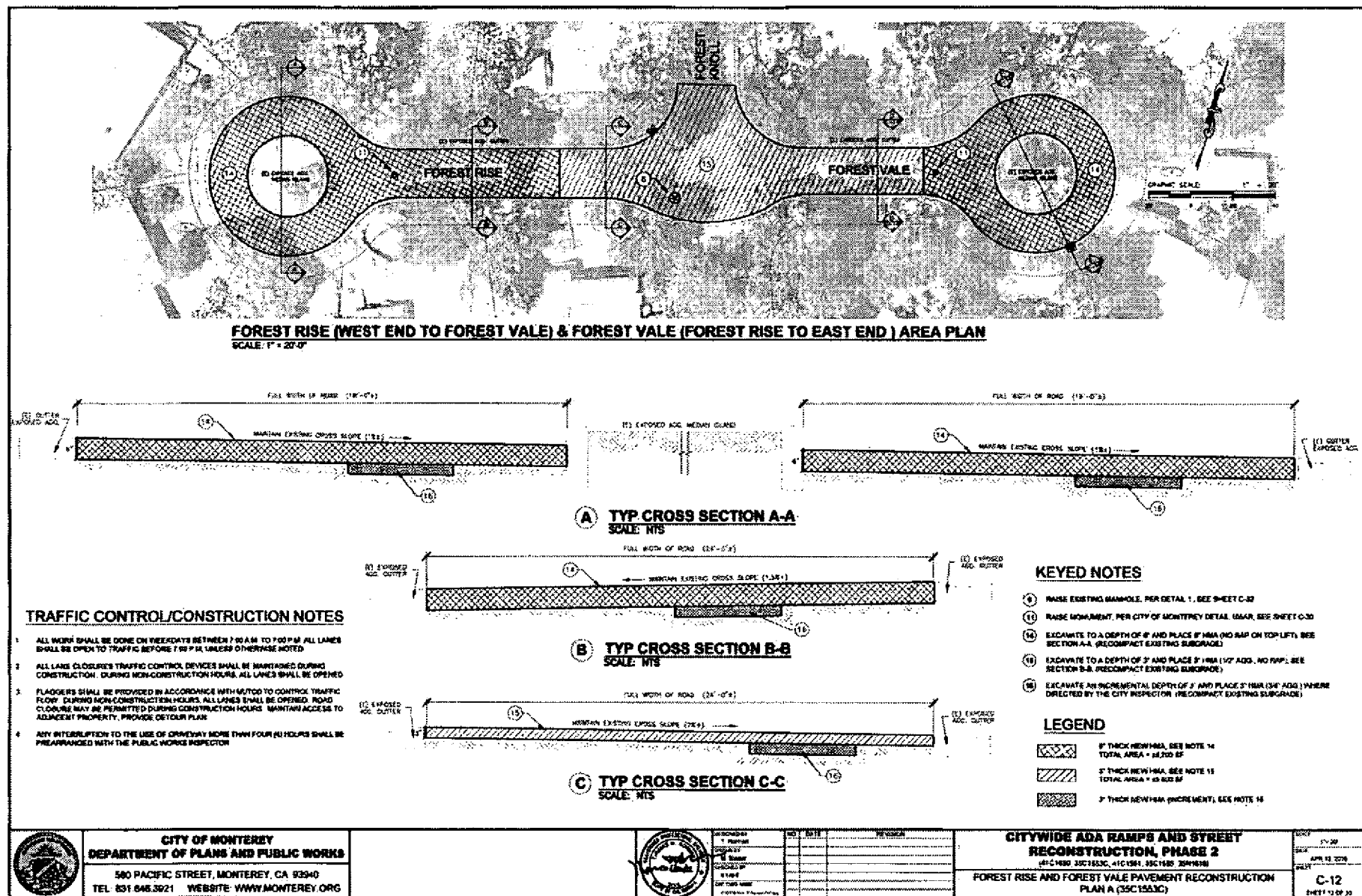
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG

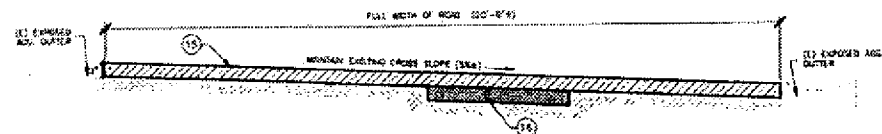


NO.	DATE	REVISION
1	11/11/11	DESIGN
2	11/11/11	REVISION
3	11/11/11	REVISION
4	11/11/11	REVISION
5	11/11/11	REVISION
6	11/11/11	REVISION
7	11/11/11	REVISION
8	11/11/11	REVISION
9	11/11/11	REVISION
10	11/11/11	REVISION

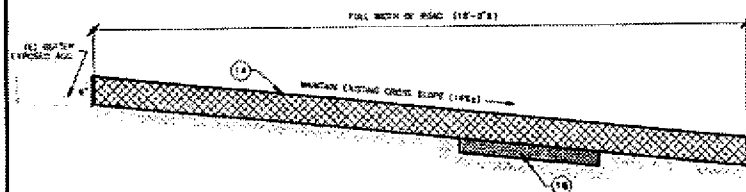
CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION, PHASE 2
WRIGHT PLACE PAVEMENT RECONSTRUCTION PLAN
(35C1553C)

SCALE: 1" = 20'-0"
DATE: 11/11/11
SHEET: C-11
SHEET 11 OF 30

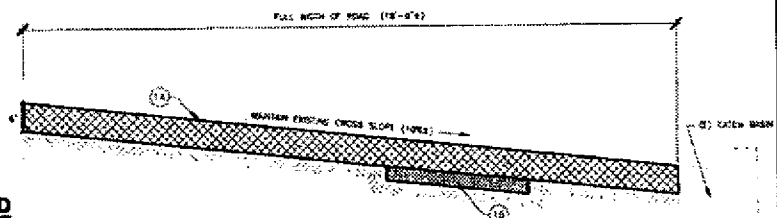




C TYP CROSS SECTION C-C
SCALE: NTS



D TYP CROSS SECTION D-D
SCALE: NTS



KEYED NOTES

- (14) EXCAVATE TO A DEPTH OF 6" AND PLACE 6" HMA (NO RAP ON TOP LIFT). SEE SECTION A-A. (PRECOMPACT EXISTING SUBGRADE)
- (15) EXCAVATE TO A DEPTH OF 1" AND PLACE 1" HMA (NO RAP). SEE SECTION B-B. (PRECOMPACT EXISTING SUBGRADE)
- (16) EXCAVATE AN INCREMENTAL DEPTH OF 1" AND PLACE 1" HMA (NO RAP) WHERE SELECTED BY THE CITY INSPECTOR. (PRECOMPACT EXISTING SUBGRADE)

LEGEND

- 6" THICK NEW HMA. SEE NOTE 14
- 1" THICK NEW HMA. SEE NOTE 15
- 1" THICK NEW HMA (INCREMENTAL). SEE NOTE 16



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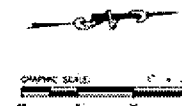
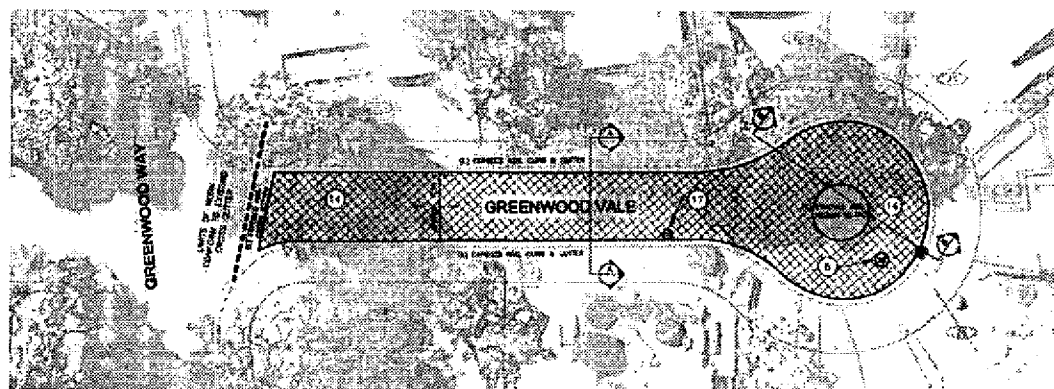


NO.	DATE	REVISION
1	04/15/2014	ISSUED FOR BIDDING
2	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
3	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
4	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
5	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
6	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
7	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
8	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
9	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE
10	04/15/2014	REVISED TO ADD FOREST RISE AND FOREST VALE

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(11C1550, 33C1553C, 41C1551, 33C1554, 40C1510)
FOREST RISE AND FOREST VALE PAVEMENT RECONSTRUCTION
PLAN B (33C1553C)

DATE: 04/15/2014
BY: [Signature]
C-13
SHEET 13 OF 23

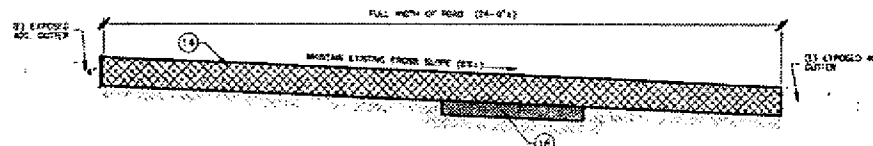
CAO
RISK



AREA PLAN GREENWOOD VALE (GREENWOOD WAY TO NORTH END)
SCALE 1" = 20'-0"

TRAFFIC CONTROL/CONSTRUCTION NOTES

1. ALL WORK SHALL BE DONE ON MEDIAN DAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
2. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING HIGH CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
3. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC FLOW. DURING HIGH CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
4. ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.



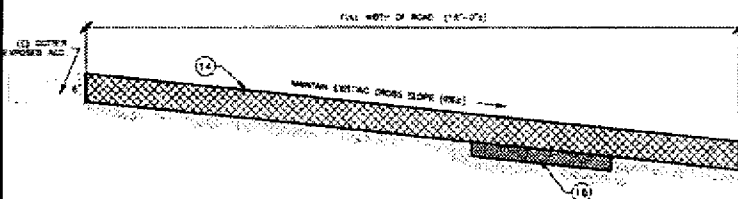
A TYP CROSS SECTION A-A
SCALE: NTS

KEYED NOTES

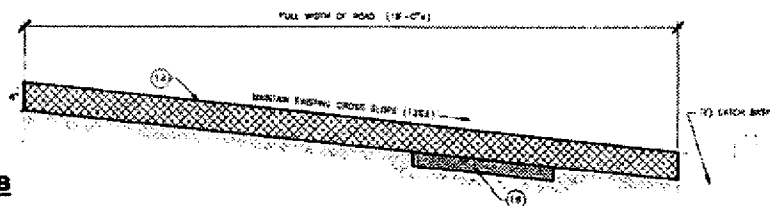
8. RAISE EXISTING WATER VALVE, PER DETAIL 2, SEE SHEET C-32.
14. EXCAVATE TO A DEPTH OF 8" AND PLACE 8" HMA, SEE SECTION A-A (RECOMPACT EXISTING SUBGRADE).
16. EXCAVATE AN INCREMENTAL DEPTH OF 2" AND PLACE 2" HMA (3" AGG.) WHERE DIRECTED BY THE CITY INSPECTOR (RECOMPACT EXISTING SUBGRADE).
17. RAISE EXISTING CLEAN OUT, PER CITY OF MONTEREY DETAIL 202, SEE SHEET C-30.

LEGEND

- 8" THICK NEW HMA, SEE NOTE 14
TOTAL AREA = 67,000 SF
- 2" THICK NEW HMA (INCREMENT), SEE NOTE 16



B TYP CROSS SECTION B-B
SCALE: NTS



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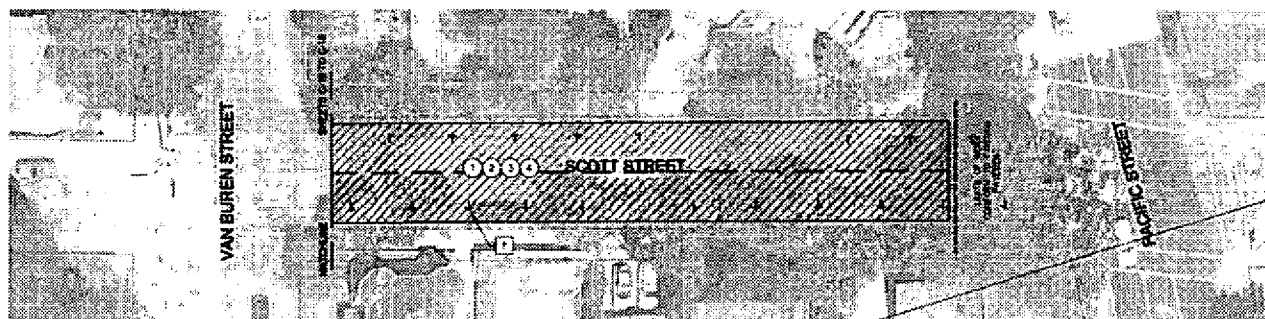


NO.	DATE	REVISION
1	11/14/11	ISSUED FOR PERMITTING
2	11/14/11	ISSUED FOR PERMITTING
3	11/14/11	ISSUED FOR PERMITTING
4	11/14/11	ISSUED FOR PERMITTING
5	11/14/11	ISSUED FOR PERMITTING
6	11/14/11	ISSUED FOR PERMITTING
7	11/14/11	ISSUED FOR PERMITTING
8	11/14/11	ISSUED FOR PERMITTING
9	11/14/11	ISSUED FOR PERMITTING
10	11/14/11	ISSUED FOR PERMITTING

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(410-1830, 35C1553C, 41C1581, 34C1553, 35C1581)
GREENWOOD VALE PAVEMENT RECONSTRUCTION PLAN
(35C1553C)

DATE: 11/14/11
DRAWN: APR 13, 2016
SHEET: C-14
SHEET 14 OF 30



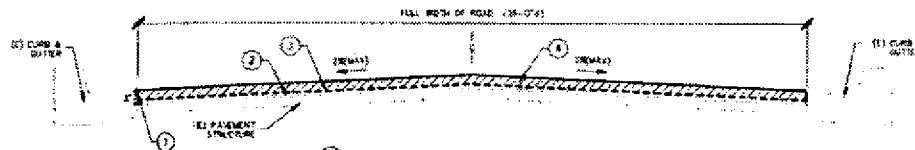


SCOTT STREET AREA PLAN (VANBUREN STREET TO PACIFIC STREET)
SCALE: 1" = 20'



TRAFFIC CONTROL/CONSTRUCTION NOTES

- ALL WORK SHALL BE DONE ON WEEKDAYS BETWEEN 7:00 A.M. TO 7:00 P.M. ALL LANES SHALL BE OPEN TO TRAFFIC BEFORE 7:00 P.M. UNLESS OTHERWISE NOTED.
- ALL LAKE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED.
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH AD-107 TO CONTROL TRAFFIC FLOW. DURING NON-CONSTRUCTION HOURS, ALL LANES SHALL BE OPENED. ROAD CLOSURE MAY BE PERMITTED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. PROVIDE DETOUR PLAN.
- ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE PREARRANGED WITH THE PUBLIC WORKS INSPECTOR.



A TYP CROSS SECTION A-A
SCALE: HTS

STRIPING KEY

NEW INSTALLATION

- 1" TOP LANDING (WHITE PAINT)
- 12" LANE LINE (WHITE PAINT)
- PAVING (SEE WHITE PAINT)
- DETAIL 22 (THERMAL)
- DETAIL 2 (THERMAL)

KEYED NOTES

- 3" MBL. CRIMP EXISTING HMA
- 1" LEVELING COURSE (1/2" MBL. AGG. NO RAP)
- GLASSBORO 2511TF OR APPROVED EQUAL GEOSYNTHETIC PAVEMENT INTERLAY SHALL BE PLACED OVER THE ENTIRE STREET IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
- PLACE HMA SURFACE (2" THICK, 1/2" AGG. NO RAP)
- RAISE EXISTING WATER VALVE, PER DETAIL 2, SEE SHEET C-31
- RAISE EXISTING STORM DRAIN MANHOLE, PER DETAIL 1, SEE SHEET C-32
- REMOVE & REPLACE CURB & GUTTER, PER CITY OF MONTEREY DETAIL 100H, SEE SHEET C-33

LEGEND

- LIMITS OF RECONSTRUCTION
TOTAL AREA = 48,500 SF
- CURB & GUTTER REPLACEMENT



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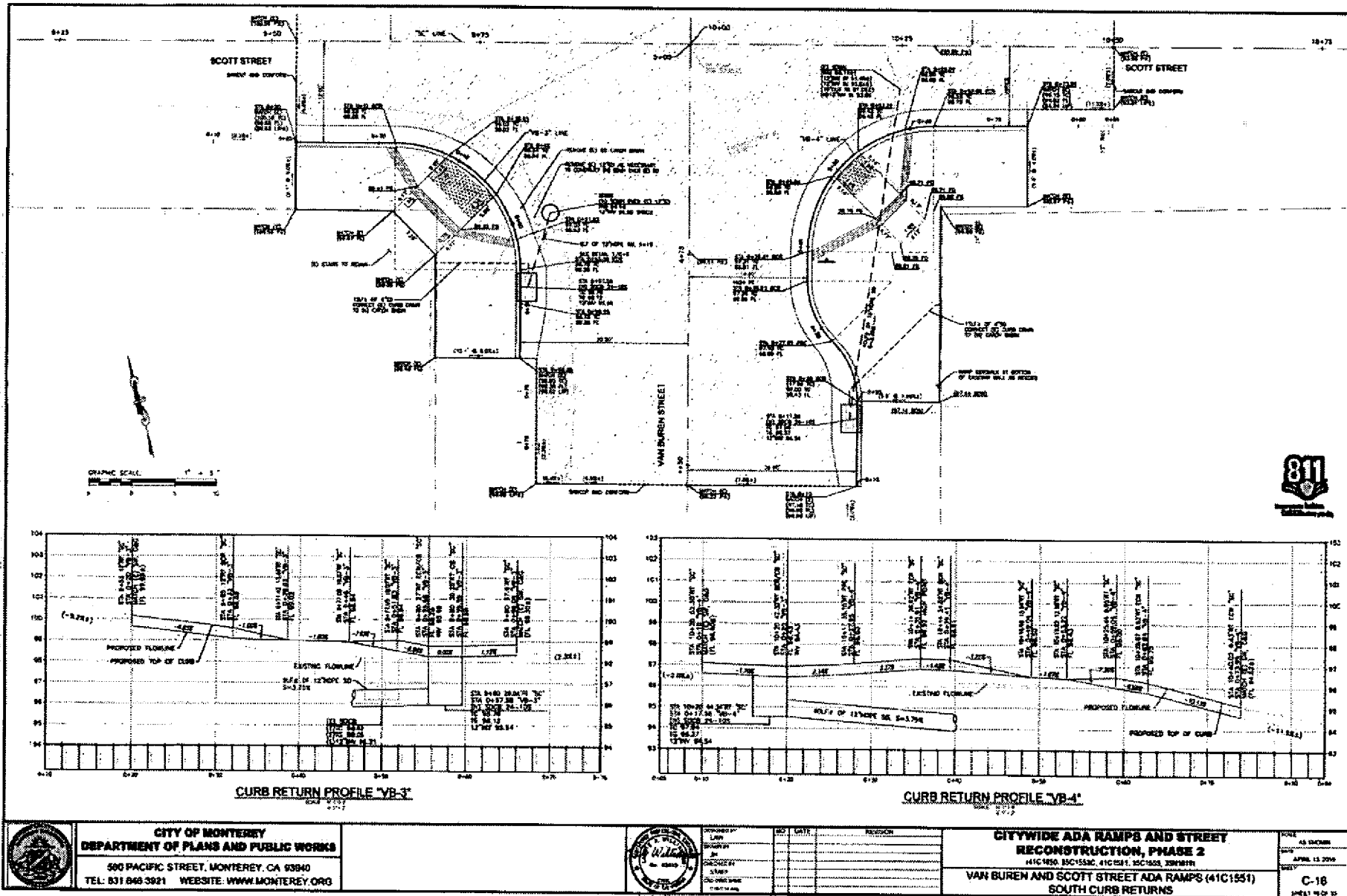


REVISION	DATE	BY	CHKD

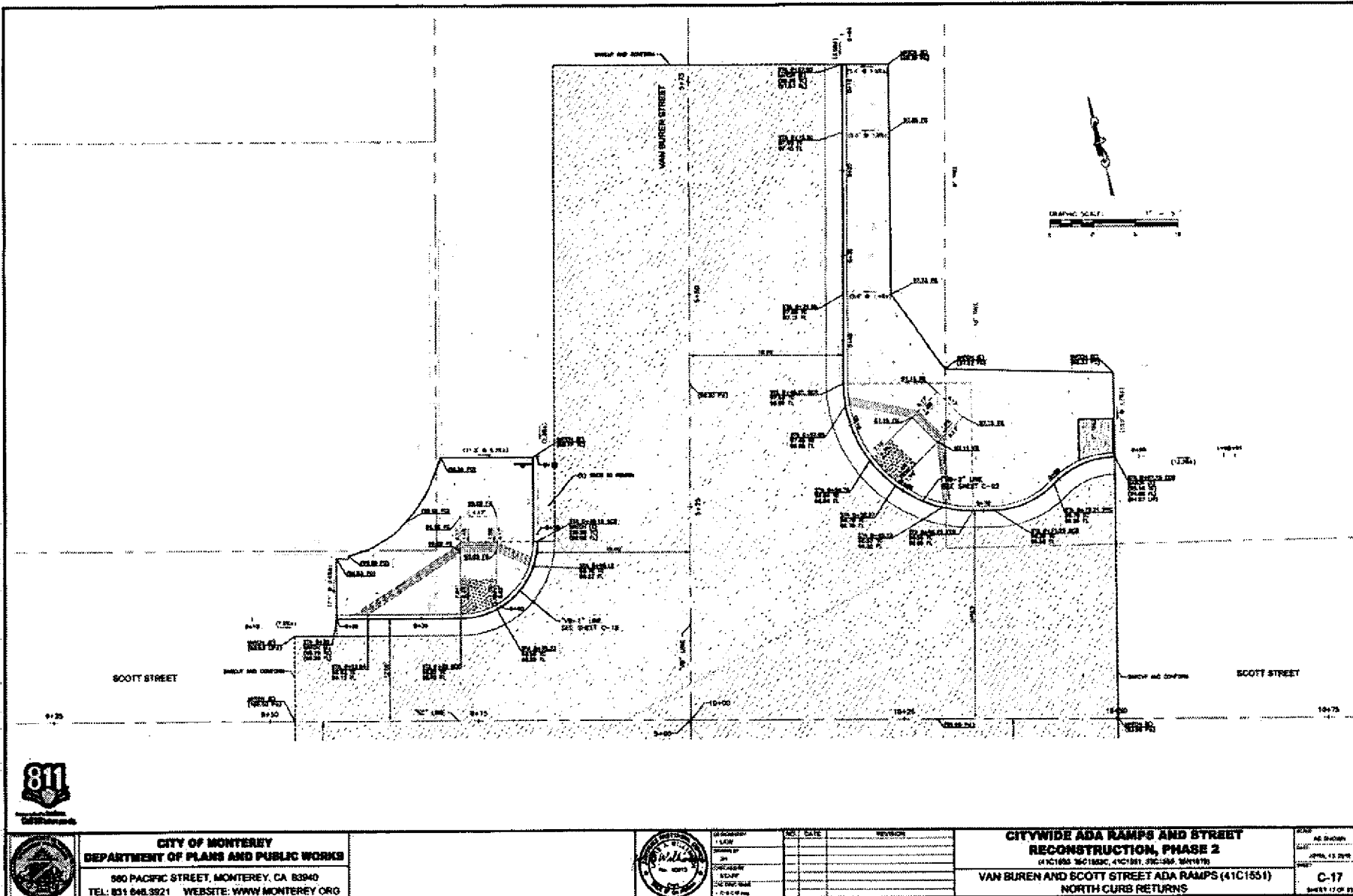
CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
1616.1550, 1551.553C, 1551.553T, 1551.553S, 1551.553U
SCOTT STREET PAVEMENT RECONSTRUCTION PLAN
(35C1553C)

DATE: 11-20-20
APPROVED: APRIL 18, 2016
SHEET: C-15
OF 15 SHEETS





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BOUNDARY LINE NOTE

BOUNDARY LINES SHOWN ARE APPROXIMATE AND ARE TO BE USED AS A GUIDE ONLY. CORRECT WITH MONTEREY COUNTY RECORDING OFFICE FOR LEGAL BOUNDARY LINES.

BASIS OF BEARING

A LINE BEARING OF 110° 12' 12" W IS DEFINED BY TWO CONTROL POINTS IDENTIFIED IN OREGON AND TANGLED TOPOGRAPHIC SURVEY DATED MARCH 30, 2013.

BENCHMARK

MARKERS IDENTIFIED AS CIP1 ON THE SIDEWALK OF THE SOUTHWEST CORNER OF VAN BUREN STREET AND SCOTT STREET WITH THE ADJUSTED ELEVATION OF 108.52'.

CONTROL POINT DATA			
POINT #	NORTHING	EASTING	ELEVATION
1	10,800.0000	50,000.0000	100.00
2	10,820.3810	50,082.8970	99.28

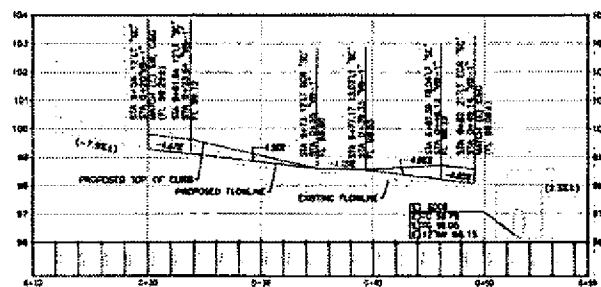
KEYED NOTES

1. SMALL CURB CLOSING HMA
2. PLACE HMA SURFACE 6" THICK, 10% AGG, NO RAP

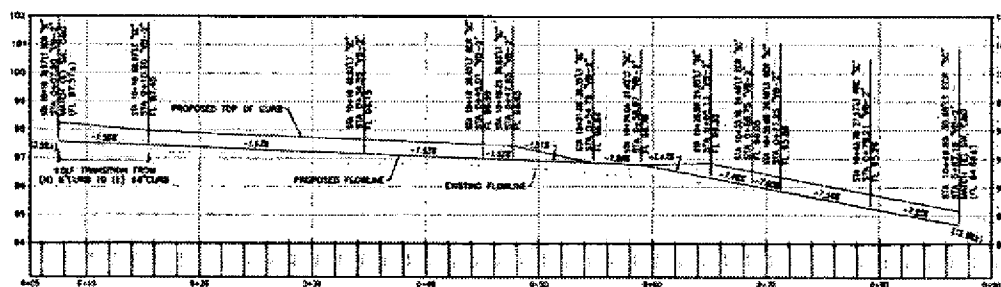
LEGEND

LIMITS OF RECONSTRUCTION
TOTAL AREA = 4,000 SF

GRAPHIC SCALE
1" = 10'



CURB PROFILE PROFILE "VB-1"



CURB PROFILE PROFILE "VB-2"

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR THE JOB AND SHALL NOTIFY THE ENGINEER OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
2. ANY DISCREPANCIES OR CONFLICTS FOUND IN THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE ENGINEER WILL CLARIFY DISCREPANCIES OR CONFLICTS IN WRITING WITHIN A REASONABLE TIME.
3. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, TREES, POLES, SIGNAGE, MEDIAN CURBS, UTILITY LINES AND SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERE TO.
4. ALL MANHOLES, CLEANOUTS, VALVE BOXES ETC. TO BE SET WITH FINISHED GRADE.
5. CONTRACTOR SHALL VISIT THE SITE, EXAMINE AND NOTE ALL EXISTING SITE CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK REQUIRED.
6. EXISTING CONCRETE CURBS AND GUTTERS AND SIDEWALKS SHALL BE REPAIRED PRIOR TO RECONSTRUCTION.
7. ALL SIDEWALKS SHALL CONFORM TO CALTRANS TECHNICAL SPECIFICATIONS SECTION 7E AND THE REQUIREMENTS OF THE CITY OF MONTEREY.
8. CONTRACTOR SHALL OBTAIN A NO. 11 PUBLIC WORKS PERMIT AND COMPLY WITH STORAGE AND TRAFFIC CONTROL REQUIREMENTS.
9. CONTRACTOR SHALL PROVIDE NOTICE TO ADJACENT PROPERTY OWNERS AND BUSINESSES AS REQUIRED BY THE PROJECT SPECIFICATIONS PRIOR TO DEMOLITION WORK.
10. PUBLIC ACCESS TO BUSINESSES AND PARKING LOTS MUST BE MAINTAINED DURING NORMAL BUSINESS OPERATING HOURS.
11. DRAINAGE, CONTROL PLANS SHALL BE CLEAR, LEGIBLE.
12. ALL PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL MUST ADHERE TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
13. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 30' CLEAR SPACE PEDESTRIAN PATH OF TRAVEL THROUGH ANY EXISTING OR CONSTRUCTION IS APPROPRIATE TO CALIFORNIA MUTCD.
14. FOR SECTION 40.02 OF THE 2014 CALIFORNIA MUTCD, IF THE ITS ZONE AFFECTS THE MOVEMENT OF PEDESTRIANS, ADEQUATE PEDESTRIAN ACCESS AND ALTERNATE ROUTES SHALL BE PROVIDED. IF THE ITS ZONE AFFECTS AN ACCESSIBLE AND OBSTRUCTED PEDESTRIAN FACILITY, THE ACCESSIBILITY AND OBSTRUCTED FACILITY SHALL BE MAINTAINED ALONG THE ALTERNATE PEDESTRIAN ROUTE.
15. ALL THINNING OR REMOVAL OF LANDSCAPING SHALL BE APPROVED BY THE ENGINEER.



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
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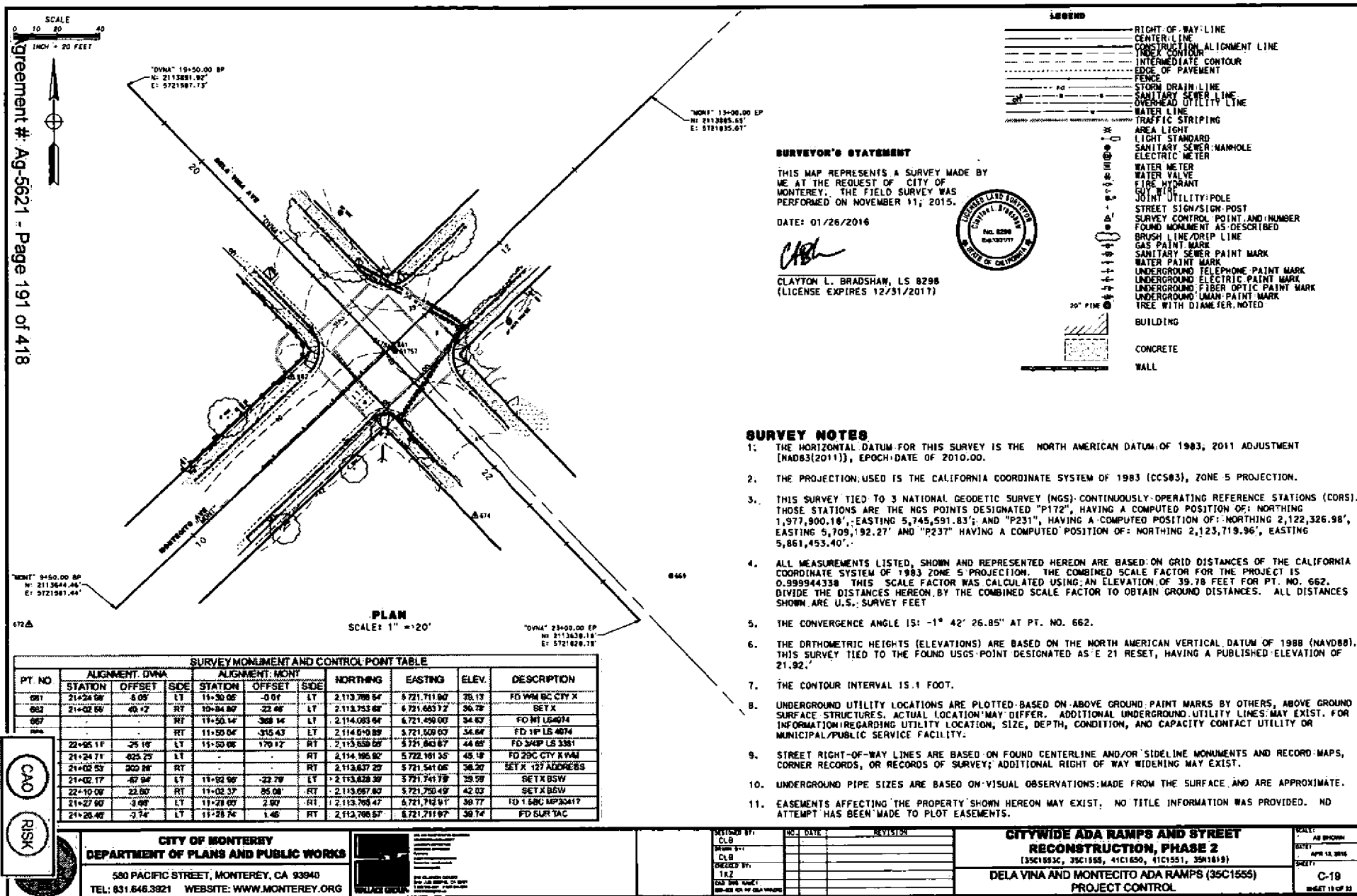


DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]
PROJECT: [Project Name]
SHEET: [Sheet Number]

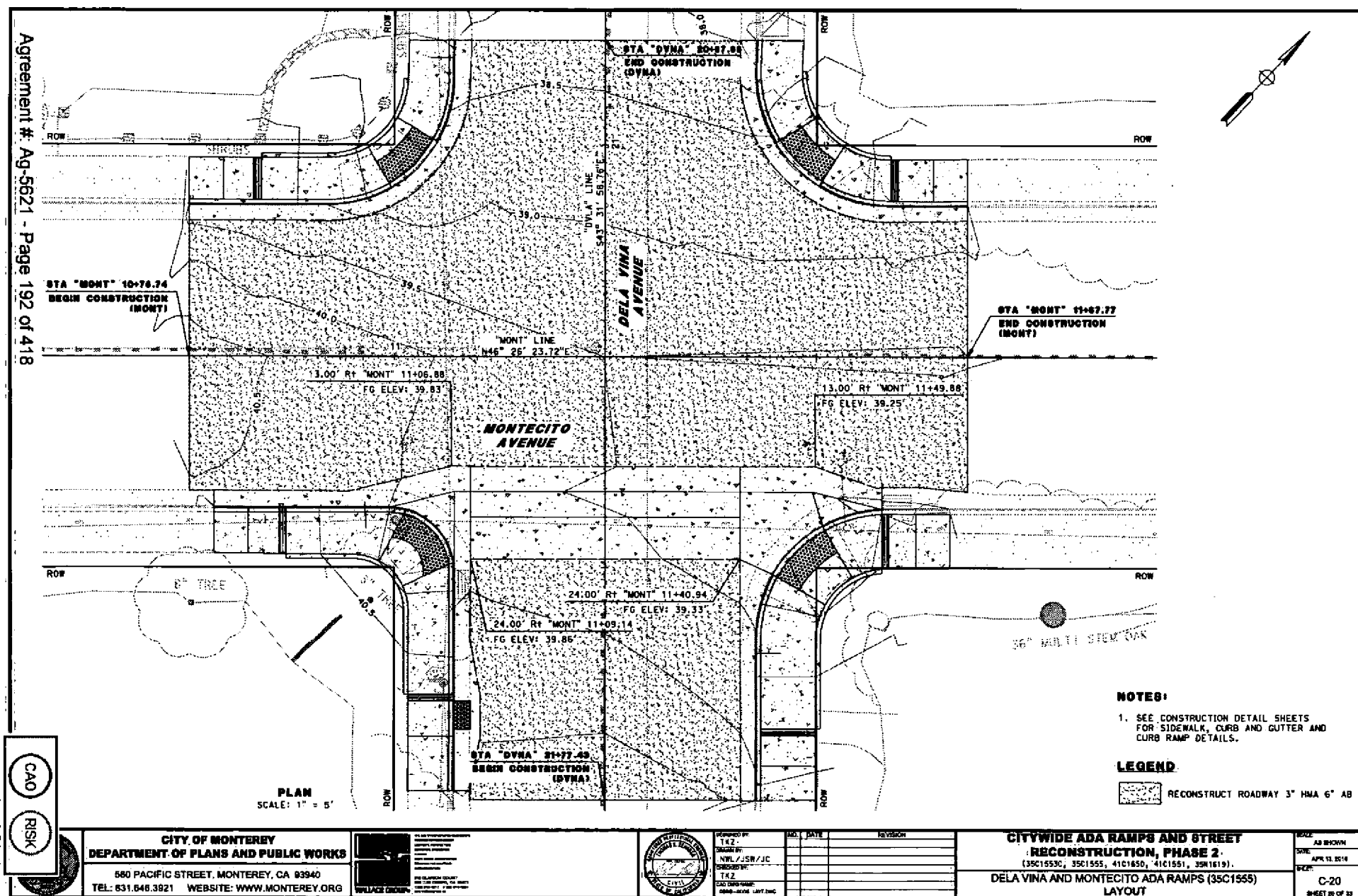
CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
441C1850, 441C1851, 441C1852, 441C1853, 441C1854, 441C1855
VAN BUREN AND SCOTT STREET ADA RAMP (41C1851) STRIPING AND GENERAL NOTES

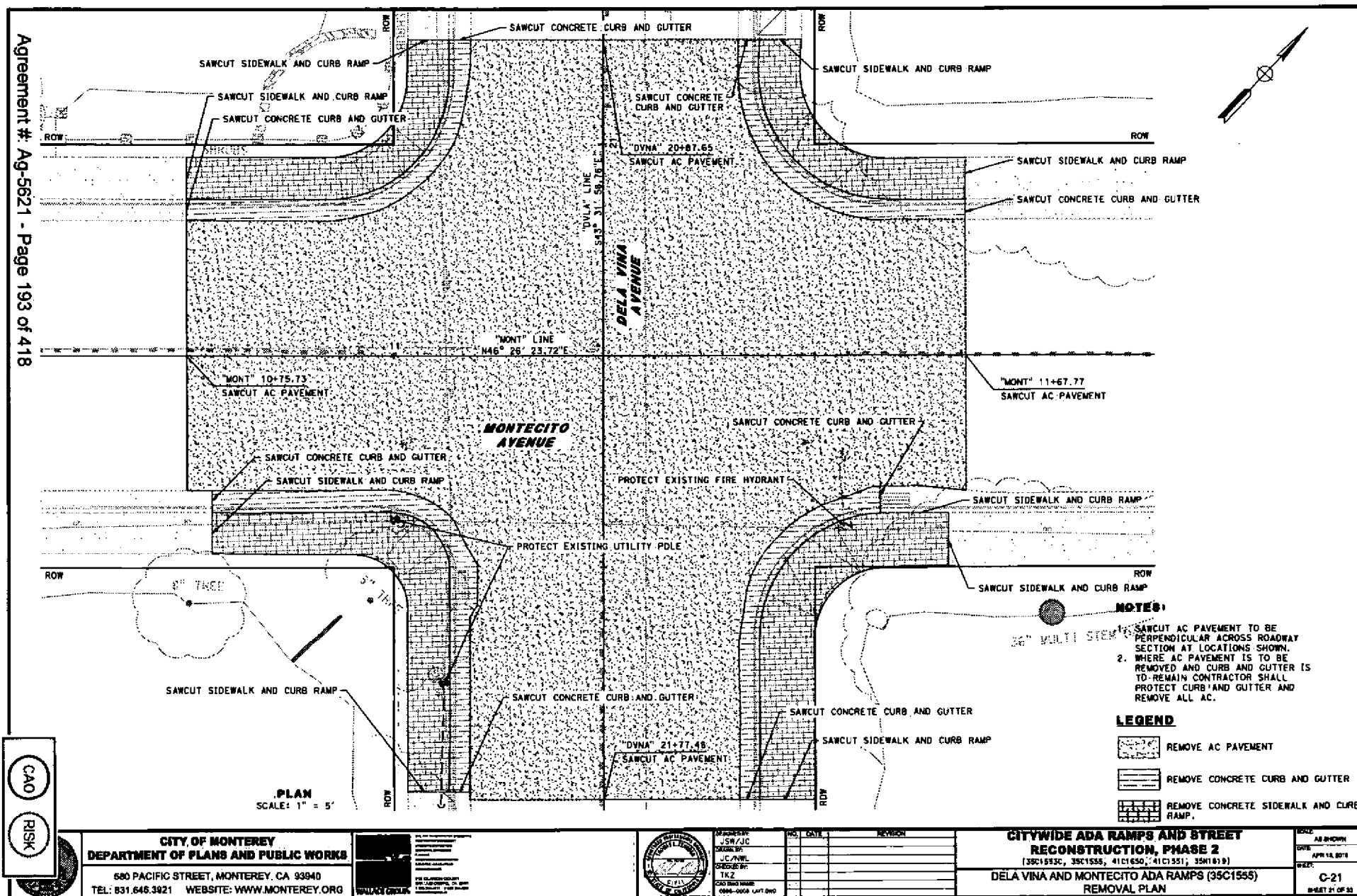


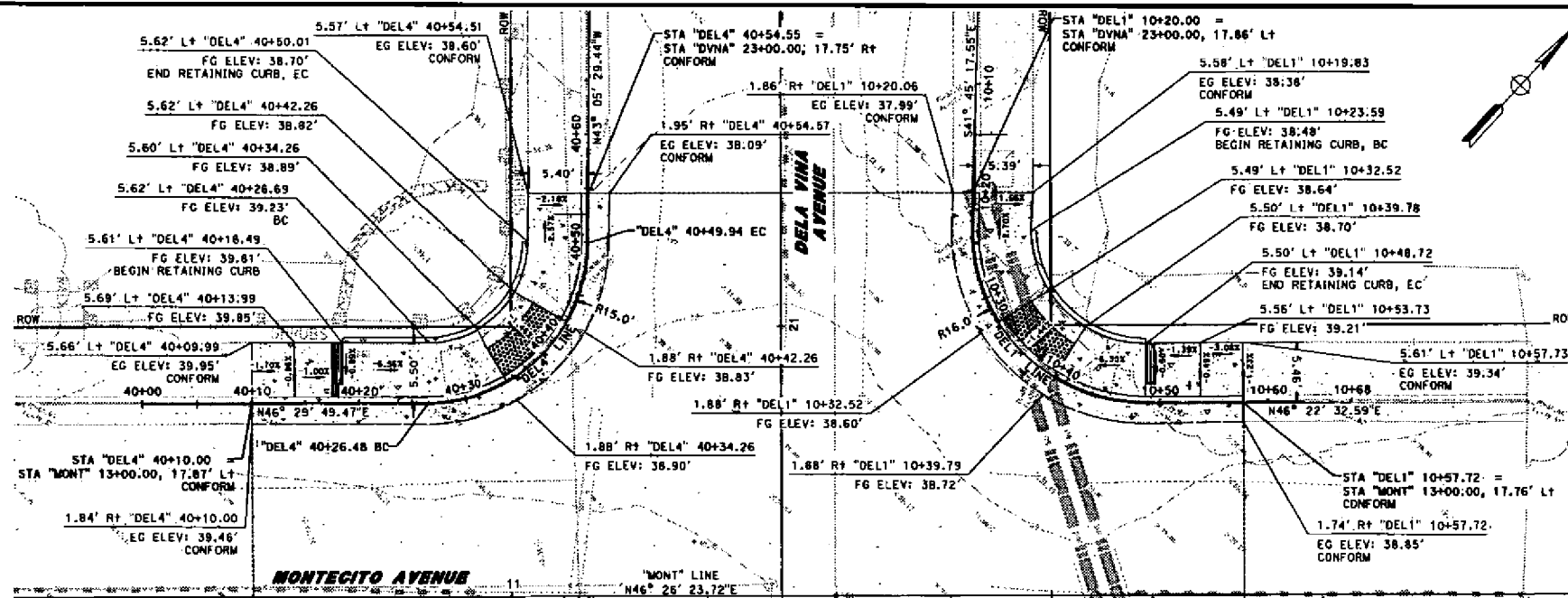
DATE: 04/18/2014
C-18
SHEET 19 OF 33



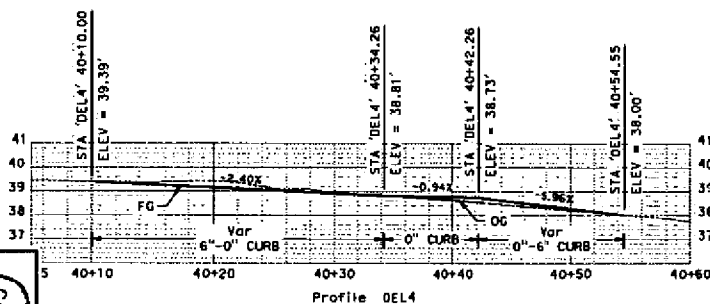
Agreement # Ag-5621 - Page 192 of 418



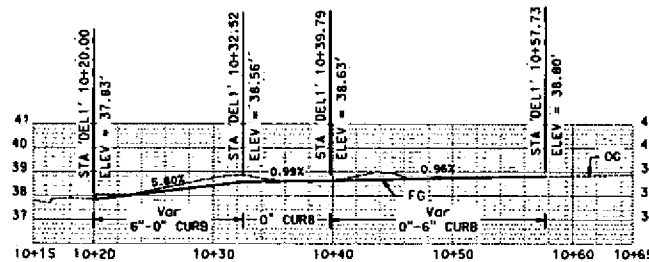




PLAN
SCALE: 1" = 5'



Profile DEL4



Profile DEL1

PROFILES
SCALE H: 1" = 5'
V: 1" = 2'

NOTES:

1. FOR DETAILS NOT SHOWN, SEE CITY OF MONTEREY STANDARD DRAWINGS 100R, 102R, 103 BR & 111R, AND CALTRANS REVISED STANDARD PLANS AB7A, AB8A, & AB8B.
2. FOR ROADWAY CONSTRUCTION DETAILS, SEE LAYOUT SHEET.

LEGEND

- DETECTABLE WARNING SURFACE PER CALTRANS REVISED STANDARD PLAN AB8A
- EXTENT OF REPLACED CONCRETE
- GROOVES PER CALTRANS 2006 RSP AB8A

CAO
RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG

DESIGNED BY
CHECKED BY
APPROVED BY
DATE
PROJECT NO.
SHEET NO.



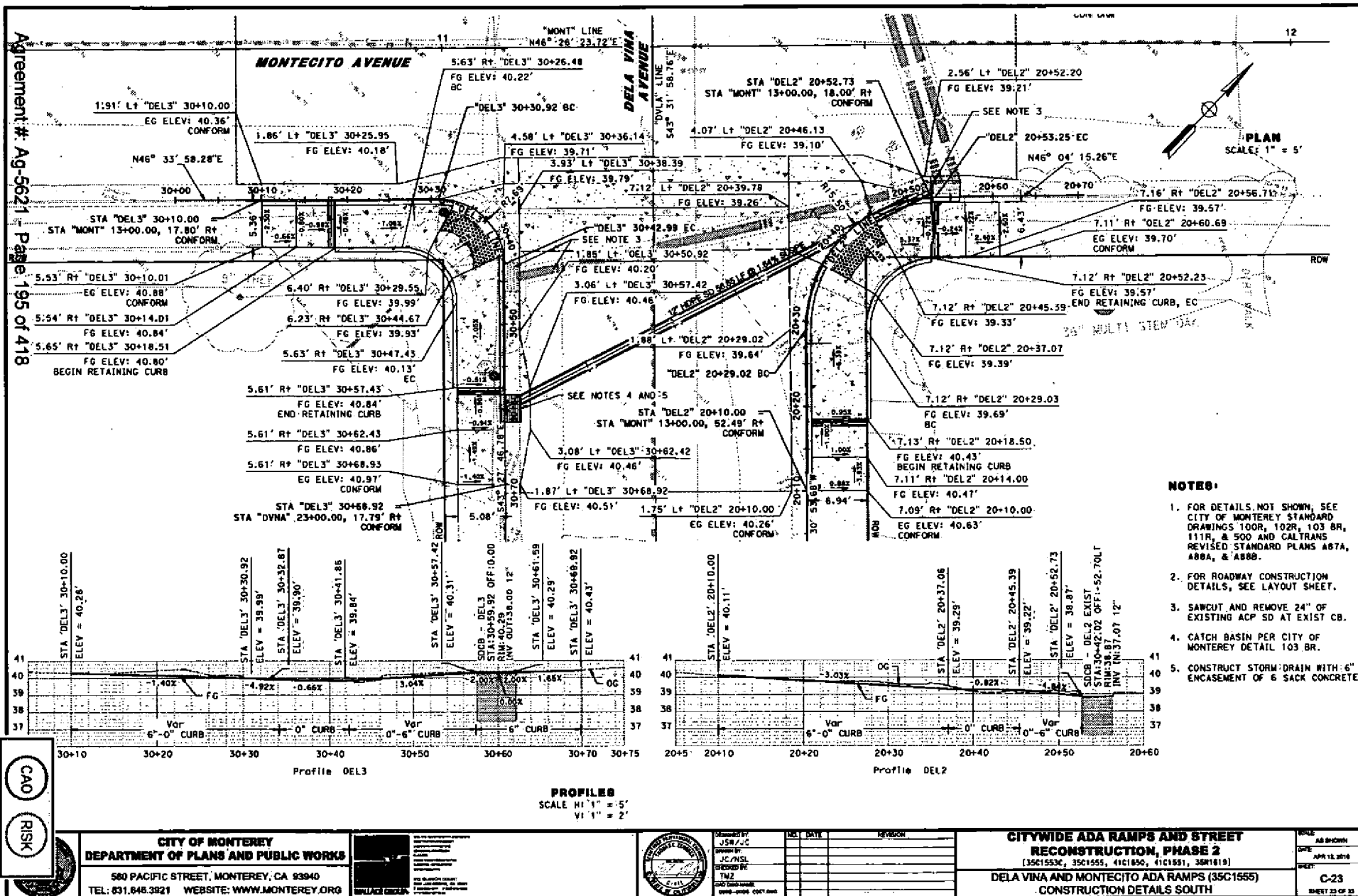
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APPROVED BY
DATE
PROJECT NO.
SHEET NO.

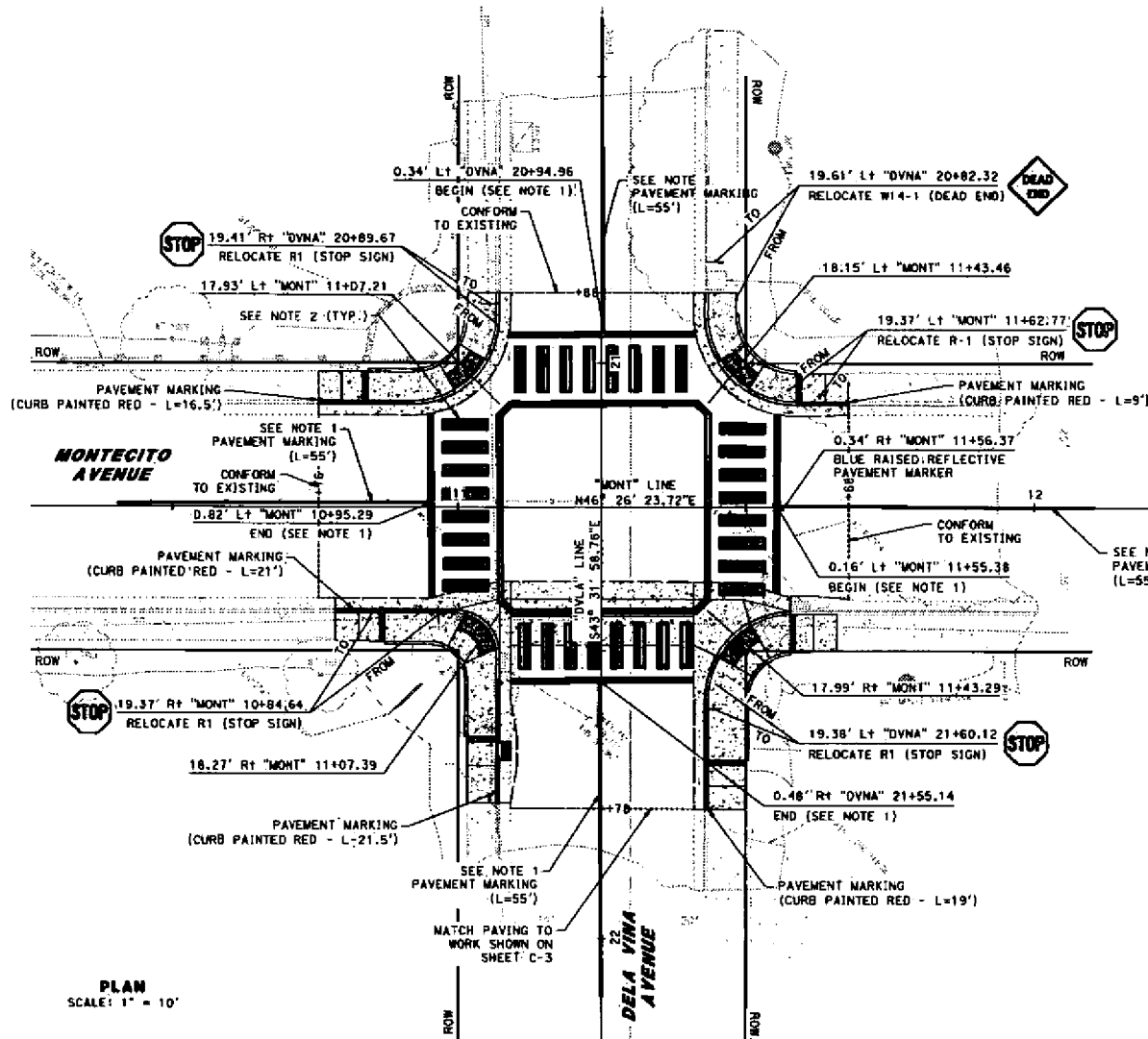
DESIGNED BY
CHECKED BY
APPROVED BY
DATE
PROJECT NO.
SHEET NO.

CITYWIDE ADA RAMPS AND STREET
RECONSTRUCTION, PHASE 2
(35C1553C, 35C1555, 41C1450, 41C1551, 35N1619)
DELA VINA AND MONTECITO ADA RAMPS (35C1555)
CONSTRUCTION DETAILS NORTH

DATE
APR 15, 2016
C-22
SHEET 22 OF 30

Agreement # Ag-5621
Page 195 of 418





NOTES:

1. INSTALL CAL TRANS DETAIL 22 THERMOPLASTIC. (REMOVE EXISTING TRAFFIC STRIPING AS NECESSARY).
2. INSTALL SIDEWALK CROSSING MARKING PER CITY OF MONTEREY STANDARD DETAIL 62D.



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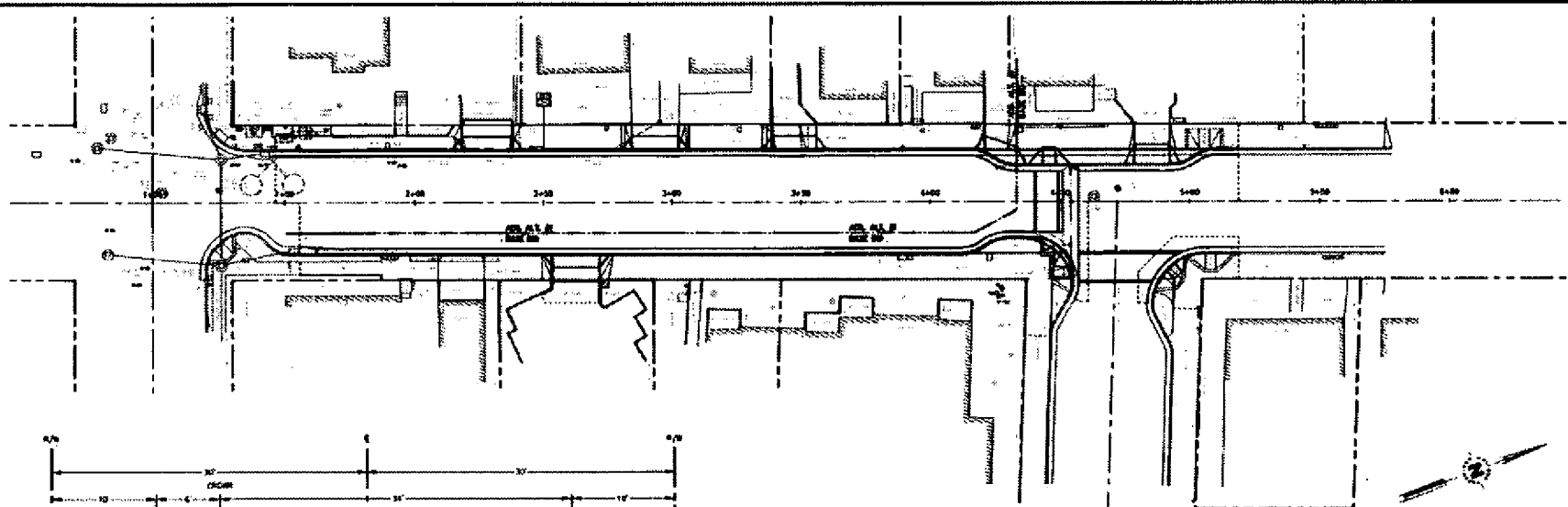
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6	11/10/14	REVISED FOR PERMIT
7	11/10/14	REVISED FOR PERMIT
8	11/10/14	REVISED FOR PERMIT
9	11/10/14	REVISED FOR PERMIT
10	11/10/14	REVISED FOR PERMIT

**CITYWIDE ADA RAMPS AND STREET
RECONSTRUCTION, PHASE 2**

(35C1553C, 35C1555, 41C1550, 41C1551, 35N1519)

DELA VINA AND MONTECITO ADA RAMPS (35C1555)
SIGNING AND PAVEMENT DELINEATION

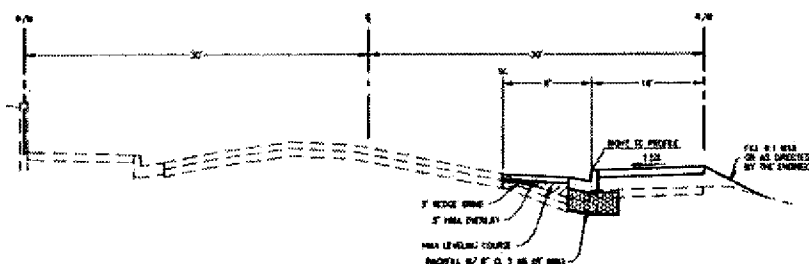
DATE	AS SHOWN
DATE	APR 13, 2014
DATE	C-24
DATE	SHEET 24 OF 31



SCALE: 1" = 20'

TYPICAL SECTION - BASE BID + ADD. ALT. #1

SCALE: NONE



TYPICAL SECTION - BASE BID ONLY

SCALE: NONE

POINT NO.	NORTHLINE	EASTING	ELEV.	DESCRIPTION
1	N/A	N/A	N/A	SECTION 6 INTERSECTION, VAN BUREN ST. / W. FRANKLIN ST.
2	N/A	N/A	N/A	SECTION 6 INTERSECTION, VAN BUREN ST. / DEL MONTE BLVD.
401	69.84	70.92	69.84	FOUND BRASS DISK W/ C.U.M. VAN BUREN ST. / W. FRANKLIN ST. CITY PROJECTS
501	70.92	70.92	70.92	FOUND BRASS DISK W/ C.U.M. VAN BUREN ST. / DEL MONTE BLVD. CITY MAP

BENCHMARK

CITY BENCHMARK (2002), C.U.M. @ VAN BUREN ST. NORTHEAST OF W. FRANKLIN ST. (PROJECT 01004). ELEVATION = 69.84'

CAO

RISK

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DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG

WHITSON ENGINEERS
 2400 Shaw Leckie Lane - Suite 105 - Monterey, CA 93940
 831.646.5225 - Fax 831.373.4055
 CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT



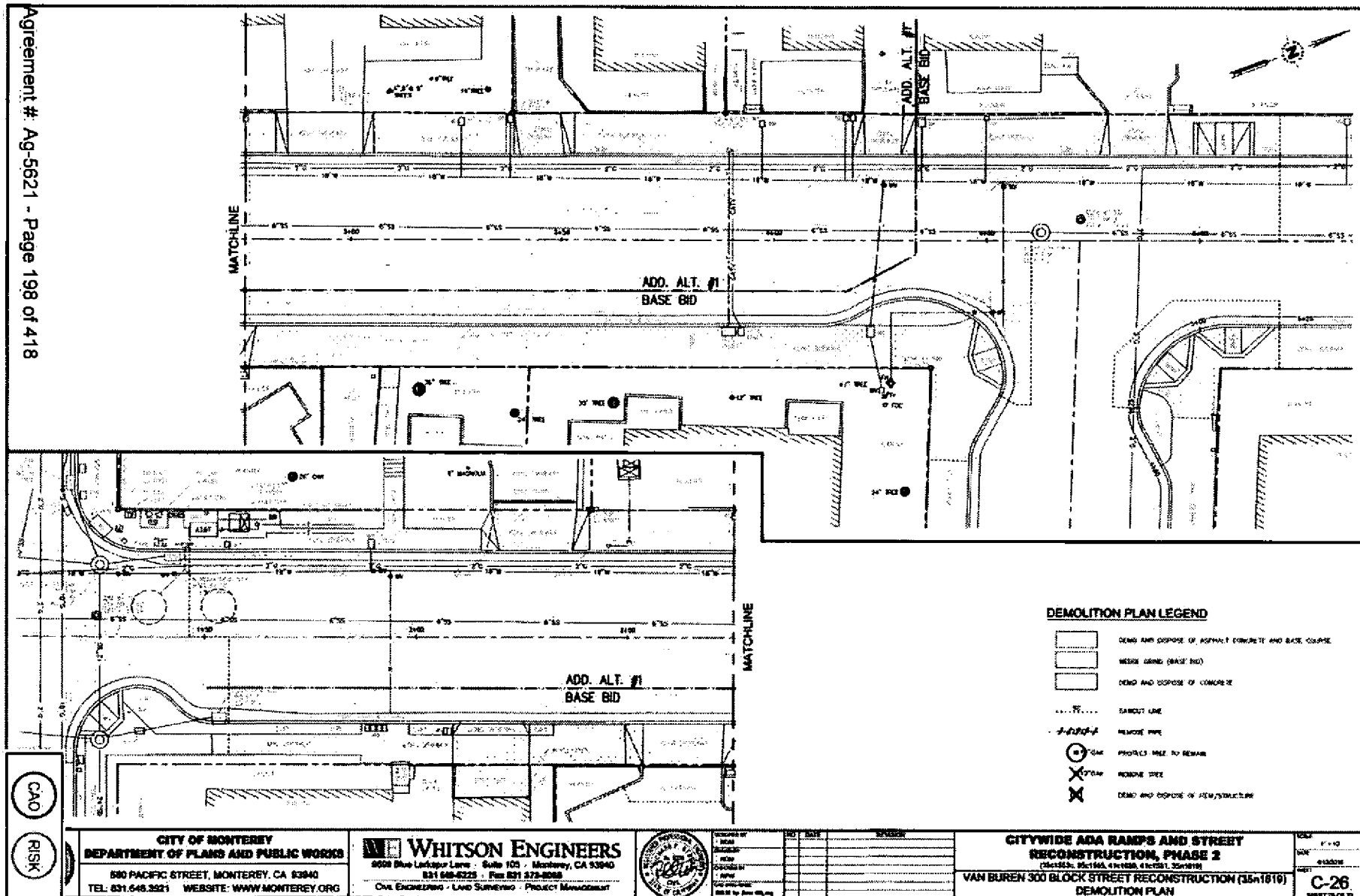
FILE NAME: R01.DWG OF 1.DWG

REVISION	DATE	BY	REVISION
1			
2			
3			
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10			

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
 (35-1619) 35-1619, 43-1619, 43-1619, 43-1619
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35-1619)
 LAYOUT, SURVEY CONTROL, TYPICAL SECTIONS

SCALE: 1" = 20'
 DATE: 5/1/2009
 DESIGNED BY: C-25
 SHEET 25 OF 25

Agreement # Ag-5621 - Page 198 of 418



Agreement #: Ag-5621 - Page 199 of 418

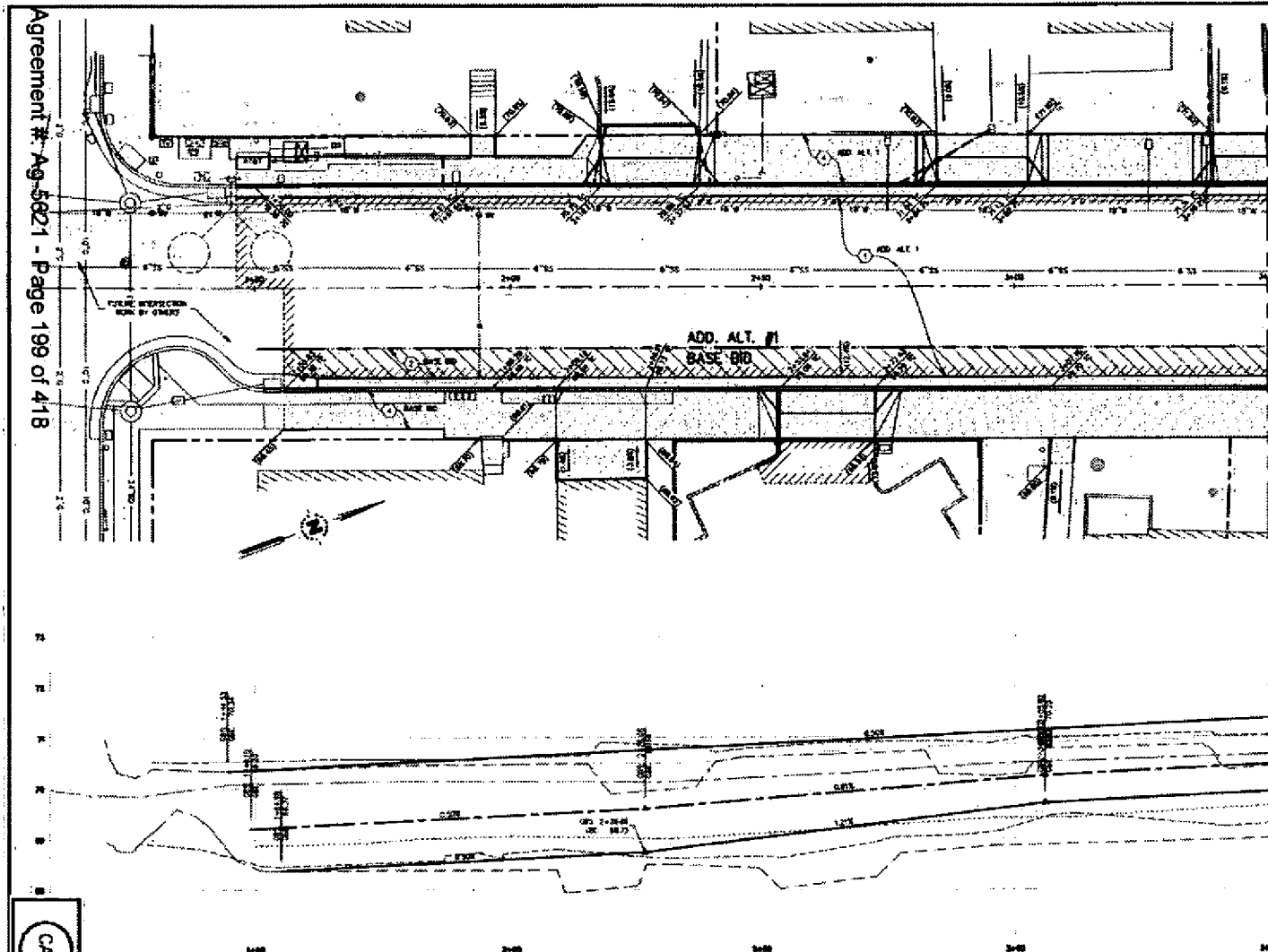
CONSTRUCTION KEYNOTES:

1. PRODUCTION PAVING: 1" HMA TYPE "A" OVER 8" CLASS 2 AGGREGATE BASE.
2. CURBS, TACK COAT, AND OVERLAY WITH 1" HMA TYPE "A".
3. EXISTING PAVEMENT CURBS WITH IMPROVED DOWELS PER CALTRANS REVISED STANDARD PLAN AREA AND DETAIL 3 / C-37.
4. CONSTRUCT CONCRETE SIDEWALK PER CITY STANDARD DETAIL 115-R.
5. CONSTRUCT CONCRETE SIDEWALK PER DETAIL 4 / C-37.
6. CONSTRUCT CONCRETE CURB AND GUTTER PER CITY STANDARD DETAIL 104A AND DETAIL 5 / E-37.
7. ADJUST WATER VALVE COVER TO GRADE PER DETAIL 2 / C-32.
8. ADJUST WY COVER TO GRADE PER DETAIL 1 / C-32.
9. ADJUST WATER METER BOX TO GRADE. PROVIDE 6" DEEP 3/4" CONCRETE GRAVEL BEDDING.
10. PROTECT (E) TREE TO REMAIN. HAND DIG AROUND ROOTS.
11. ADJUST MONUMENT COVER TO GRADE. PROTECT (E) UNDERGROUND MONUMENT TO REMAIN. ADVISE CITY SURVEYOR TO BE OUT MONUMENT PRIOR TO CONSTRUCTION. (E=EXIST AND CORNER RECORD N.E.E.)

MATCHLINE - SEE SHEET C7.3

CONSTRUCTION PLAN LEGEND

- HMA PAVING SECTION AS INDICATED
- CURB AND OVERLAY WITH 1" HMA
- CONSTRUCT CONCRETE
- EXISTING DETECTABLE WARNING SURFACE (INDICATED DOWNS)
- RIGHT OF WAY
- CITY EASEMENT LINE
- EXISTING GRADE CONTOUR
- FINISH GRADE CONTOUR
- FLOW LINE
- SANITARY LINE
- GRADE BREAK
- TRANSITION ARBIT (SELECT LOCATIONS SHOWN)
- GRADE LINE
- DOWN
- WATER METER
- VALVE (GV - GAS VALVE, WV - WATER VALVE)
- UTILITY POLE AND CUT WIRE
- FENCE
- FACE OF BUILDING/STRUCTURE
- RAIL
- 51.5+ TO
- (14.5+ TO)
- FINISHED SPOT GRADE
- EXISTING SPOT GRADE, MATCH N/G.S.
- FINISHED GRADE
- EXISTING GRADE



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.848.3921 WEBSITE: WWW.MONTEREY.ORG

WHITSON ENGINEERS
 9000 Blue Lagoon Lane - Suite 105 - Monterey, CA 93940
 831.848.6126 Fax 831.373.8988
 CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT



NO.	DATE	REVISION
1	01/15/2019	ISSUED FOR PERMIT
2	01/15/2019	REVISED FOR COMMENTS
3	01/15/2019	REVISED FOR COMMENTS
4	01/15/2019	REVISED FOR COMMENTS
5	01/15/2019	REVISED FOR COMMENTS
6	01/15/2019	REVISED FOR COMMENTS
7	01/15/2019	REVISED FOR COMMENTS
8	01/15/2019	REVISED FOR COMMENTS
9	01/15/2019	REVISED FOR COMMENTS
10	01/15/2019	REVISED FOR COMMENTS

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
 (35N1619) 3500 BLOCK STREET RECONSTRUCTION (35N1619)
 VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35N1619)
 CONSTRUCTION PLAN SOUTH

SCALE: 1" = 10'
 DATE: 01/15/2019
 SHEET: C-27
 OF: 27



CAO
RISK

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DEPARTMENT OF PLANS AND PUBLIC WORKS
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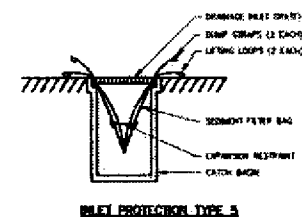
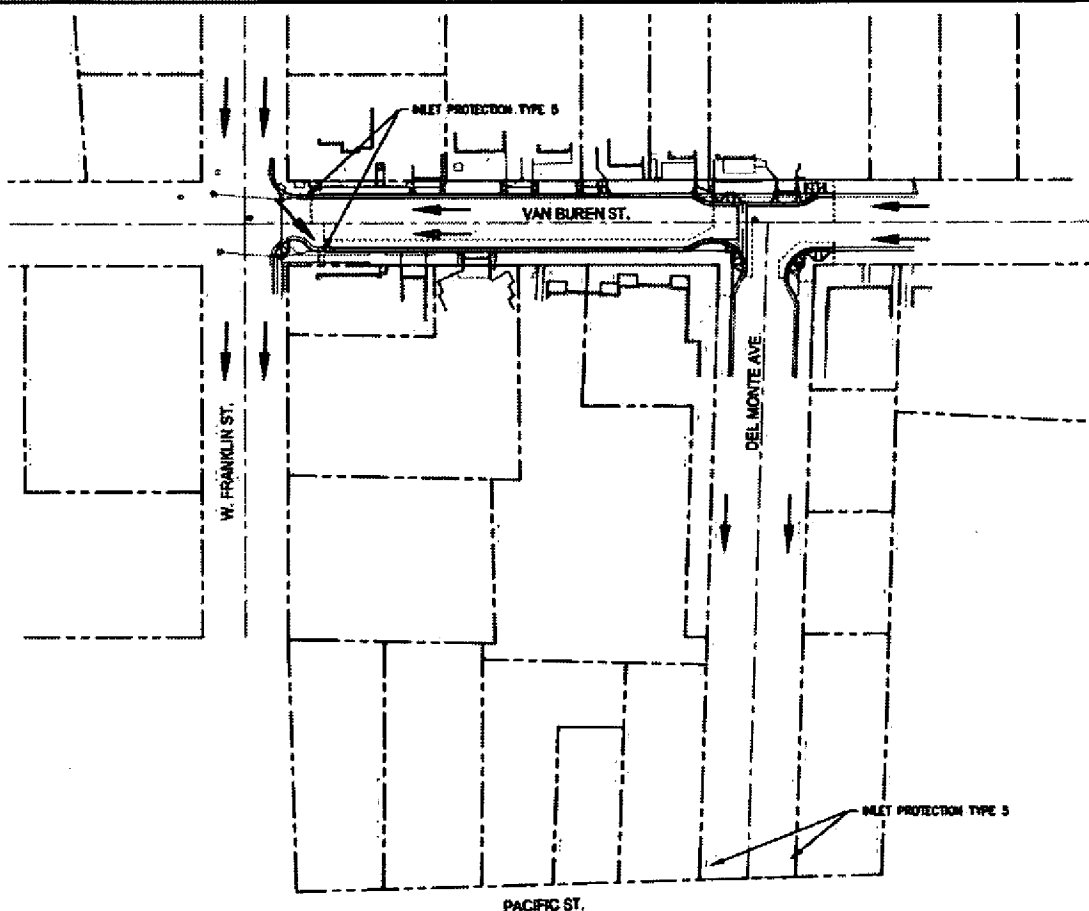
WHITSON ENGINEERS
5599 Blue Lakespark Lane • Suite 105 • Monterey, CA 93940
831 948-6226 • Fax 831 373-6086
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

[illegible]

**CITYWIDE ADA RAMPS AND STREET
RECONSTRUCTION, PHASE 2**
(2011532, 2011550, 41c1532, 41c1551, 2011515)
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35n1519)
CONSTRUCTION PLAN NORTH

TITLE
 TV - 207
 200 IN.
 0113070
 0000000
C-28

Agreement #: Ag-5621 - Page 201 of 418



NOTE:
1. SEE PROJECT SPECIAL PROVISIONS FOR TEMPORARY WATER POLLUTION CONTROL SPECIFICATIONS.



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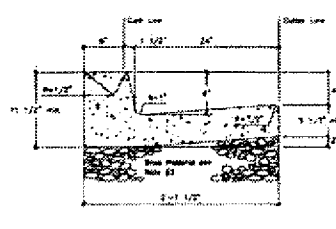
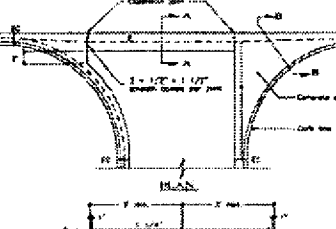
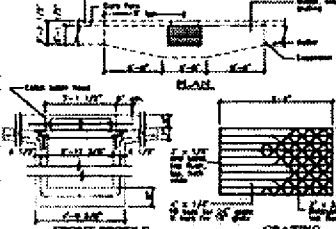
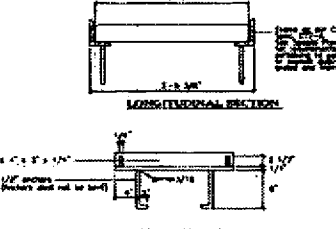
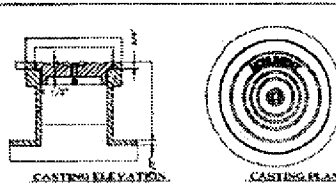
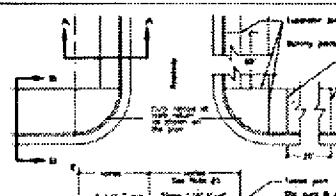
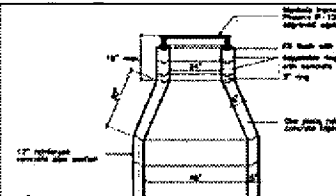

WHITSON ENGINEERS
9900 Glen Lagunita Lane - Suite 105 - Monterey, CA 93940
831.648.4288 - Fax 831.373.5886
Civil Engineering - Land Surveying - Project Management



DATE	BY	REVISION
01/11/11	WES	ISSUED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT
01/11/11	WES	REVISED FOR PERMIT

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
City 1515a, 1515b, 1515c, 1515d, 1515e, 1515f, 1515g, 1515h, 1515i, 1515j, 1515k, 1515l, 1515m, 1515n, 1515o, 1515p, 1515q, 1515r, 1515s, 1515t, 1515u, 1515v, 1515w, 1515x, 1515y, 1515z, 1515aa, 1515ab, 1515ac, 1515ad, 1515ae, 1515af, 1515ag, 1515ah, 1515ai, 1515aj, 1515ak, 1515al, 1515am, 1515an, 1515ao, 1515ap, 1515aq, 1515ar, 1515as, 1515at, 1515au, 1515av, 1515aw, 1515ax, 1515ay, 1515az, 1515ba, 1515bb, 1515bc, 1515bd, 1515be, 1515bf, 1515bg, 1515bh, 1515bi, 1515bj, 1515bk, 1515bl, 1515bm, 1515bn, 1515bo, 1515bp, 1515bq, 1515br, 1515bs, 1515bt, 1515bu, 1515bv, 1515bw, 1515bx, 1515by, 1515bz, 1515ca, 1515cb, 1515cc, 1515cd, 1515ce, 1515cf, 1515cg, 1515ch, 1515ci, 1515cj, 1515ck, 1515cl, 1515cm, 1515cn, 1515co, 1515cp, 1515cq, 1515cr, 1515cs, 1515ct, 1515cu, 1515cv, 1515cw, 1515cx, 1515cy, 1515cz, 1515da, 1515db, 1515dc, 1515dd, 1515de, 1515df, 1515dg, 1515dh, 1515di, 1515dj, 1515dk, 1515dl, 1515dm, 1515dn, 1515do, 1515dp, 1515dq, 1515dr, 1515ds, 1515dt, 1515du, 1515dv, 1515dw, 1515dx, 1515dy, 1515dz, 1515ea, 1515eb, 1515ec, 1515ed, 1515ee, 1515ef, 1515eg, 1515eh, 1515ei, 1515ej, 1515ek, 1515el, 1515em, 1515en, 1515eo, 1515ep, 1515eq, 1515er, 1515es, 1515et, 1515eu, 1515ev, 1515ew, 1515ex, 1515ey, 1515ez, 1515fa, 1515fb, 1515fc, 1515fd, 1515fe, 1515ff, 1515fg, 1515fh, 1515fi, 1515fj, 1515fk, 1515fl, 1515fm, 1515fn, 1515fo, 1515fp, 1515fq, 1515fr, 1515fs, 1515ft, 1515fu, 1515fv, 1515fw, 1515fx, 1515fy, 1515fz, 1515ga, 1515gb, 1515gc, 1515gd, 1515ge, 1515gf, 1515gg, 1515gh, 1515gi, 1515gj, 1515gk, 1515gl, 1515gm, 1515gn, 1515go, 1515gp, 1515gq, 1515gr, 1515gs, 1515gt, 1515gu, 1515gv, 1515gw, 1515gx, 1515gy, 1515gz, 1515ha, 1515hb, 1515hc, 1515hd, 1515he, 1515hf, 1515hg, 1515hh, 1515hi, 1515hj, 1515hk, 1515hl, 1515hm, 1515hn, 1515ho, 1515hp, 1515hq, 1515hr, 1515hs, 1515ht, 1515hu, 1515hv, 1515hw, 1515hx, 1515hy, 1515hz, 1515ia, 1515ib, 1515ic, 1515id, 1515ie, 1515if, 1515ig, 1515ih, 1515ii, 1515ij, 1515ik, 1515il, 1515im, 1515in, 1515io, 1515ip, 1515iq, 1515ir, 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SCALE: 1" = 20'
DATE: 01/11/11
SHEET: C-29
SHEET 20 OF 25

 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 100 R</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. Base material as required by City Engineer. 2. Concrete to be Type I. 3. Curb to gutter shall be per City Engineer from 200R. 4. Elevation shall be as per City Engineer. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 102 R</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 103 BR</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 103 BR</p>
 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 105 AR</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 111 R</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 200R</p>	 <p>NOTES:</p> <ol style="list-style-type: none"> 1. All work shall be done in accordance with Section 72 of the Standard Specifications of the State of California, Department of Transportation, July 1980, or later edition. 2. Top and finish of curb and gutter to be the same finish after slopping, slopping to be specified by the City of Monterey. 3. Place base material under curb and gutter as required by the City Engineer. 4. Concrete to be Type I. 5. State of California, Dept. of Transportation, Section 702, July 1980, also in effect at time of this detail. <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION CITY OF MONTEREY STANDARD DETAILS FOR STREET IMPROVEMENTS DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/00 SHEET NO. 202</p>



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG

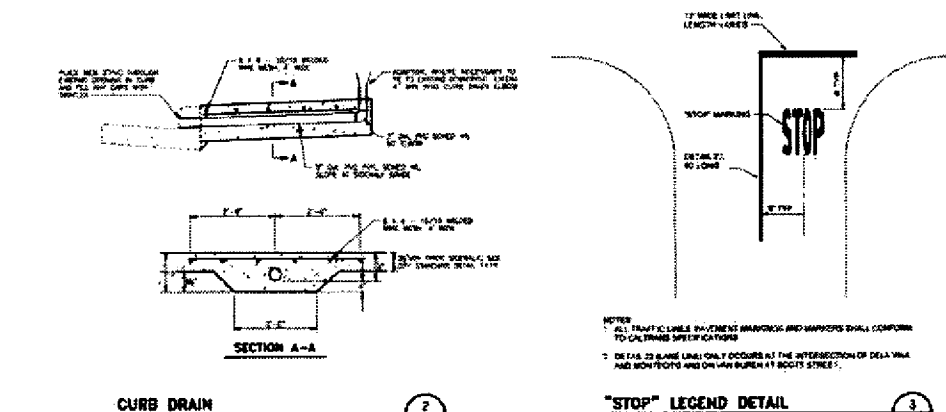
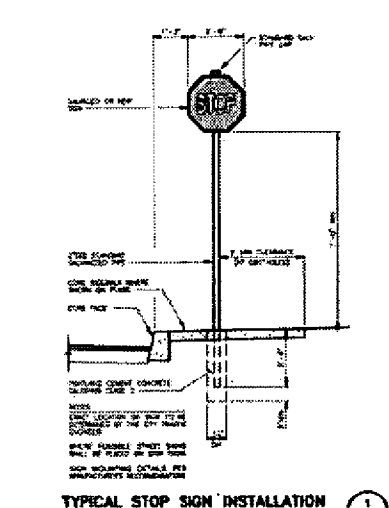
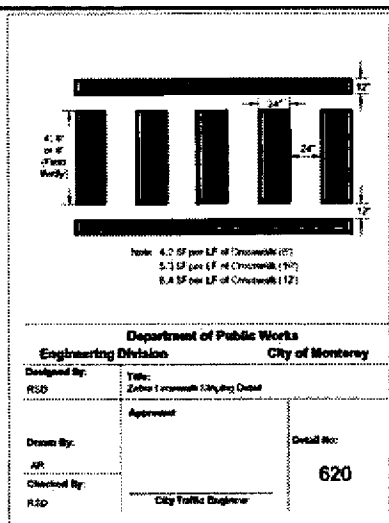


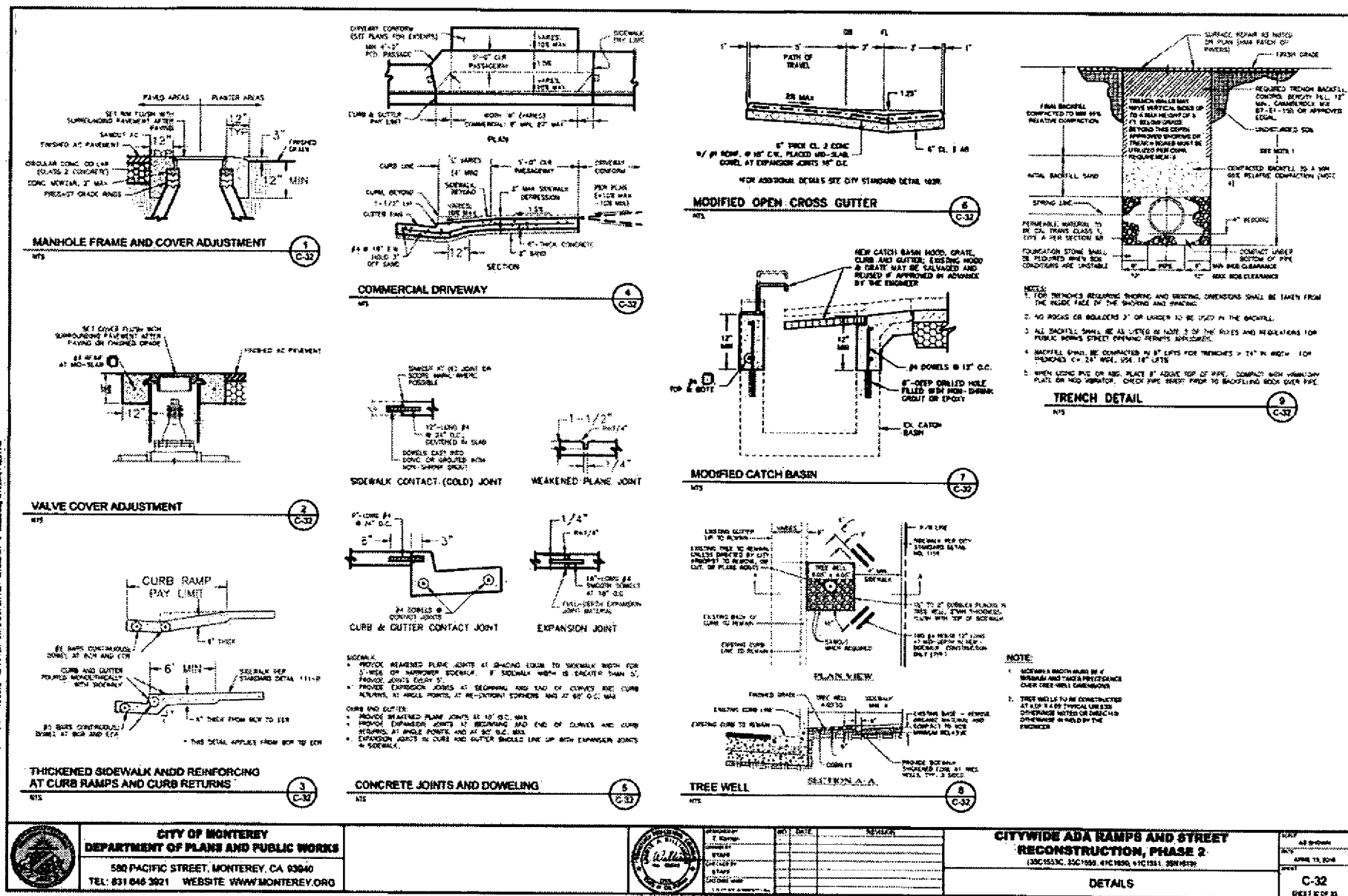
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG

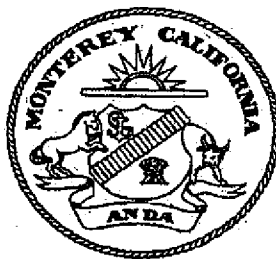
**CITYWIDE ADA RAMP AND STREET
RECONSTRUCTION - PHASE 2**
(41C1680, 41C1681, 41C1682, 41C1683, 41C1684, 41C1685)
CITY STANDARD DETAILS

C-30
REVISED 10/01/00









CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2

41C1650 Dela Vina Resurfacing - Montecito to N. Fremont
 35C1553C Measure P Pavement Reconstruction
 41C1551 Van Buren and Scott Street ADA Ramps
 35C1555 Measure P ADA Ramps
 35N1619 Van Buren 300 Block Street Reconstruction

Pre-Bid Meeting

Sign-In Sheet

Project Name: Cannery Row Accessibility Improvements

Location: 353 Camino El Estero

Time & Date: ~~2:00 PM, February 2, 2016~~ 10:00 AM, April 28, 2016

Name	Organization	Phone	E-mail
Neil Clements	Granite Construction	831-777-7717	neil.clements@grc.com
Jose Melgoza	Monterey Peninsula Engineers	831-331-9630	jose.melgoza55@gmail.com
BOB WILLIAMS	GRANITEROCK	408-574-1400	ESTIMATING @ GRANITEROCK.COM
Thomas Korman	City of Monterey	831-646-3475	korman@monterey.org
Laurie A Williams	City of Monterey	831-646-3497	williams@monterey.org



May 2, 2016

To: All Plan Holders

Subject: Citywide ADA Ramps and Street Reconstruction, Phase 2 - ADDENDUM #1

Sent Via: Email/Web Posting

The specifications are amended as follows:

1. Part II, Pages 1 through 16, BID SCHEDULE, BASIS OF AWARD, AND BID ITEM DESCRIPTIONS:

Replace pages 1 through 16 with the attached pages noted as Part II, Page 1, Addendum No. 1 through Part II, Page 16, Addendum No. 1.

2. APPENDIX A

Replace Appendix A Page 1 through 24 in its entirety with the attached pages noted as Appendix A, Page 1 through Page 24, Addendum No. 1

The plans are amended as follows:

Replace Sheets C-25 through C-29 in their entirety with the attached Sheets C-25 through C-29 noted with Revision No. 1 – Bid Addendum No. 1 dated 4/26/2016

Clarifications – Bidder questions with responses as follows:

1. Question: Will the City of Monterey be providing construction surveying on the project?

Response: Prospective bidders are referred to Part II, Page 4 of the Specifications "Mobilization and Demobilization": "Construction stakes or marks shall be set by the Contractor as is necessary to establish the lines and grades required for the completion of the work specified in these technical provisions and as shown on the contract plans. It shall be the responsibility of the Contractor to ascertain that all lines and grades, as laid out according to the stakes, conform to the plans and any discrepancy shall be reported to the Engineer. The Contractor shall be responsible for any error in the finished work as it relates to construction staking. The Contractor shall preserve all stakes and points set for lines, grades, or measurements 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 for by the Contractor. Centerline monuments within the area to be paved are shown on the plans. The City shall establish reference ties to centerline monuments. Install monument wells and pipes, brass caps, per City Standard. The Contractor shall protect all other centerline monuments and property corners during construction. Any monuments or corners which are disturbed by the contractor's activities shall be reestablished by the contractor. The Contractor shall also be responsible for recording such reestablishment".

2. **Question:** If the Bid Alternate is awarded, will the number of contract days be increased?

Response: No, the contract time will remain at 65 working days.

3. **Question:** What are the work hours for the project?

Response: The work hours for the project will be 8:00 AM – 7:00 PM Monday through Friday. No work on Saturday, Sunday, or City Holidays will be permitted.

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications.

Sealed 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 pm Tuesday, June 7, 2016. If you have any additional questions, please contact Thomas Korman by e-mail engineering-admin@monterey.org. All Requests for Information must be received in writing by 12:00 pm (noon) on Friday, May 27, 2016.

Sincerely,



Thomas M. Korman, P.E., P.L.S.
Senior Engineer

**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,500	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	500	SF		
16	Hot Mix Asphalt Mill Grind (3" thick)	46,000	SF		

17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	45,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	1,500	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	175	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	17,500	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	57,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	4,000	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	6,000	SF		
34	Construct Curb Drain	125	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,250	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		
42	Construct Concrete Commercial Driveway	1,250	SF		

43	Manhole Adjustment to Grade	20	EA		
44	Cleanout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	10	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Fire Alarm Box Adjustrment to Grade	1	EA		
48	Remove, Replace, and Adjust Water Valve Box to Grade	32	EA		
49	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
50	Provide and Install Roadside Signs	13	EA		
51	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
52	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
53	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
54	Pavement Marking, Zebra Crosswalk (Paint)	750	SF		
55	Pavement Marking, "STOP" Legend (Paint)	250	SF		
56	Pavement Marking, 12" Limit Line (Paint)	150	SF		
57	Pavement Marker, Type BB (Blue)	11	EA		
58	Curb Painting, Red (Paint)	400	LF		
59	Refresh Pavement Markings (Paint)	1	LS		
60	Remove and Replace Wood Fence	1	LS		
61	Retrofit Weep Hole in Retaining Wall	3	EA		
62	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 62) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
63	Sawcut, Concrete Sidewalk or Driveway	1	LS		
64	Demolition and Disposal, Concrete Curb and Gutter	300	LF		
65	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
66	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,000	SF		
67	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
68	Subgrade Enhancement Geotextile	11,000	SF		
69	Aggregate Base (8" thick, Class II)	10,000	SF		
70	Construct Concrete Curb and Gutter (City Detail No. 100 R)	200	LF		
71	Construct Concrete Sidewalk (City Detail No. 111 R)	1,500	SF		
72	Construct Concrete Commercial Driveway	1,200	SF		
73	Water Meter Box Adjustment to Grade	6	EA		
74	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
75	Provide and Install Roadside Signs	2	EA		
76	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
77	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
78	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
79	Curb Painting, Red (Paint)	21	LF		
80	Traffic Signal Loop Detector	1	LS		

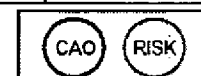
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID

81	Wedge Grind	(500)	SF		
82	Hot Mix Asphalt Mill Grind (3" thick)	(560)	SF		
83	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(4,000)	SF		
84	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,500)	SF		

TOTAL ALTERNATE BID (ITEMS 63 THROUGH 80 LESS ITEMS 81 THROUGH 84) (In Figures)

(In Words)

\$



GRAND TOTAL (ITEMS 1 THROUGH 80 LESS ITEMS 81 THROUGH 84) (In Words)	(In Figures)
<hr/> <hr/>	\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1 through 80 less Items 81 through 84).

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.

Bid Item 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) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is, maintaining the project site, regular cleanup, final cleanup, temporary fencing and staging area, if any, in accordance with the Specifications and as directed by the Engineer.

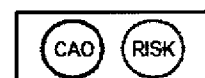
Bid Item 2: Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

Bid Item 3: Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Plans, Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

Bid Item 4: Construction Surveying



Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also, included in this work item is establishing the project centerline, referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

Bid Item 5: Trucking

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, debris from demolition, HMA grindings, aggregate base and HMA, to and from the construction work site as necessary to accomplish the work for related work items. Payment for the item shall include including fuel charges, waiting time, special, handling fees, and all other, charges related to this hauling and trucking services. Excluded from this work item is trucking for other items of work not mentioned here.

Bid Item 6: Sawcut, HMA Pavement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut hot mix asphalt pavement as shown on the plans, as specified in these specifications and as directed by the Engineer. Where applicable, no payment shall be made for sawcutting hot mix asphalt pavement where payment is covered in the unit price for Traffic Detector Loops.

Bid Item 7: Sawcut, Concrete Curb and Gutter

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete curb and gutter as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 8: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 9: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Item 10: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 11: Demolition and Disposal, Existing Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete storm drain inlet as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 12: Demolition and Disposal, Existing Area Drain and Pipe

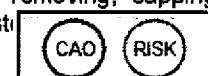
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing area drain and pipe in place, grouting the pipe/area drain connection and placing/compacting backfill as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Bid Item 13: Modify Existing Catch Basin

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to modify existing catch basin complete in place, furnish the new reticulate grate, resetting the top portion of catch basin per City Detail No. 103 BR, as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 14: Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for cutting and removing, capping and backfilling the existing 24" storm drain. This work shall include removing a section of 24" Asbestos Concrete Pipe (ACP)



storm drain at the catch basin adjacent to the curb return, as well as a section of pipe at the existing catch basin that will be demolished. Pipe penetration in existing storm drain inlet shall be sealed with a Portland cement concrete patch in concert with the installation of the new storm drain penetrating the storm drain inlet. Remaining ACP storm drain shall be abandoned in place, capped and filled with one sack slurry concrete. All cutting, handling and removal of ACP pipe shall be in accordance with State of California Requirements, and as specified in these specifications, and as directed by the Engineer.

Bid Item 15: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 16: Hot Mix Asphalt Mill Grind (3" thick)

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a three (3) inch deep mill grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 17: Hot Mix Asphalt Grind and Replace (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for grinding existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 3" thick HMA complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Item 18: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 19: Geosynthetic Pavement Interlayer

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geosynthetic pavement interlayer in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

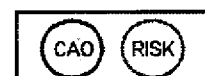
Bid Item 20: Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 2" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 21: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Citywide ADA Ramps and Street Reconstruction - Phase 2 (Addendum No. 1)

Agreement # A-5621, Page 215 of 418



Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 22: Remove and Replace Hot Mix Asphalt Dike (Type A)

Measurement and payment for this item shall be a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the removal and replacement of a Hot Mix Asphalt (HMA) Dike. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. No separate payment will be made for asphalt, aggregate, or tack coat. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Item 23: Shoulder Backing

Measurement and payment for this item shall be on a linear feet (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for to perform shoulder backing, as marked on the plans and in accordance with the technical specifications.

Bid Item 24: Demolition, Earthwork, and Subgrade Preparation (3" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 25: Demolition, Earthwork, and Subgrade Preparation (6" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 6" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 26: Demolition, Earthwork, and Subgrade Preparation (9" thick)

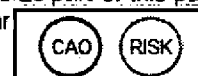
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 27: Demolition, Earthwork, and Subgrade Preparation (3" thick increment)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick beyond the specified depth on the plans) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 28: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and



markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 29: Hot Mix Asphalt (3" thick, 3/4" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4". Payment for this work item shall include installation of temporary raised pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 30: Hot Mix Asphalt (3" thick increment, 3/4" agg.)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick increment of Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4" as shown on the plans, as specified in the Standard Specifications, these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 31: Subgrade Enhancement Geotextile

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in the these specifications, and as directed by the Engineer.

Bid Item 32: Aggregate Base (6" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 33: Aggregate Base (8" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 34: Construct Curb Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of curb drains, complete in place. This item includes connections to existing drains and the furnishing and installation of drain adaptors, elbows and welded wire mesh. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk, curb and gutter over and around the curb drain.

Bid Item 35: Construct Storm Drain (12" diam., HDPE)

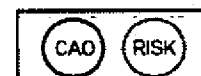
Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of storm drain pipe of the listed size per City Detail No. 500. Payment for this item includes trench excavation; pipe bedding; placement of storm drain pipe; penetration into new and existing Storm Drain Inlet; grouting of penetration; 6" encasement in Portland Cement concrete and backfilling and compaction of the trench as shown on the plans. Measurement for payment shall be along the centerline of pipe alignment. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 36: Construct Storm Drain Inlet (City Detail No. 103 BR)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain inlet per City Detail 103 BR. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, grates, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 37: Construct Storm Drain Manhole (City Detail No. 200 R)

Citywide ADA Ramps and Street Reconstruction, Phase 2 (Addendum No. 1)



Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain manholes per City Detail No. 200 R. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, covers, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, as directed by the Engineer.

Bid Item 38: Construct Concrete Cross Gutter (City Detail No. 102 R Modified)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete cross gutter, including spandrels, over-excavation and recompaction of sub-grade; doweling into adjacent concrete facility; and constructing reinforced concrete cross gutter and spandrels as shown on the plans and as directed by the Engineer. Measurement for payment on this work item shall be the square footage of the concrete cross gutter, including spandrels. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 39: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 40: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Item 41: Construct Concrete Curb Ramp

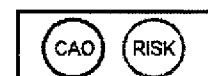
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to install concrete curb ramps, complete in place. The work shall include over-excavation and recompaction of sub-grade necessary for constructing a concrete ramp with detectable warning surfaces within and including the 12 inch wide grooved border and doweling into adjacent concrete facilities, as required. Also included in this item is the curb, gutter and sidewalk area within the 12 inch wide grooved border around the curb ramp. In the event that there is no 12 inch wide grooved border around the curb ramp, the extent of the curb ramp shall be defined as the end of the retaining curb. Full compensation for constructing or furnishing and installing detectable warning surfaces shall be considered as included in this item and no separate payment will be made therefor. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Bid Item 42: Construct Concrete Commercial Driveway

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

Bid Item 43: Manhole Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.



Bid Item 44: Cleanout Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 45: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 46: Cable TV Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the existing cable TV box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 47: Fire Alarm Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the existing fire alarm box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 48: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 49: Remove, Replace, and Adjust Monument Well to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing monument well and cover, protect survey monument in place during construction, furnish and install new monument well with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 50: Provide and Install Roadside Signs

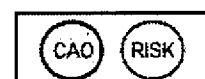
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 51: Removal of Traffic Stripes, Pavement Markings and Markers

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 52 : Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.



Bid Item 53: Traffic Stripe, Detail 22 (Thermoplastic)

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

Bid Item 54: Pavement Marking, Zebra Crosswalk (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete Zebra Crosswalk as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 55: Pavement Marking, "STOP" Legend (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete pavement marking legend as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 56: Pavement Marking, 12" Limit Line (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete 12" limit line as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 57: Pavement Marker, Type BB (Blue)

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marker and application of pavement marker as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 58: Curb Painting, Red (Paint)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 59: Refresh Pavement Markings (Paint)

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the refreshing the painted pavement markings at the non-resurfaced legs of the resurfaced intersection. Pavement Markings shall be refreshed for all streets shown on the plans. The price for refreshing pavement markings includes full compensation for applying one coat of paint to existing pavement markings as shown on the plan and in accordance with these specifications, and as directed by the Engineer.

Bid Item 60: Remove and Replace Wood Fence

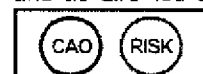
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removing existing wood fence and concrete footings, and constructing and painting new wood fence, including attaching fence posts to concrete wall as directed by the Engineer. The Contractor shall provide the Engineer with working drawings at least two weeks prior to the scheduled fence installation. The Engineer may use these drawings during coordination with the property owners. Wood shall be naturally decay resistant lumber conforming to AWPA Use Category UC3B, Commodity Specification A.

Bid Item 61: Retrofit Weep Hole in Retaining Wall

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for filling existing weep hole and core drilling new weep hole at the location determined by the Engineer; and installing new wall drain, including excavation, hardware cloth, 1 cubic foot of Caltrans Class 2 permeable material, soil backfill, and landscape restoration, complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 62: 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, and as specified in these specifications, and as directed by the Engineer.



Bid Item 63: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 64: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Item 65: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 66: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 67: Demolition, Earthwork, and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 68: Subgrade Enhancement Geotextile

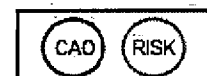
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 69: Aggregate Base (8" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 70: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.



Bid Item 71: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Item 72: Construct Concrete Commercial Driveway

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

Bid Item 73: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 74: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 75: Provide and Install Roadside Signs

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 76: Removal of Traffic Stripes, Pavement Markings and Markers

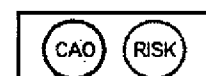
Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 77: Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.

Bid Item 78: Traffic Stripe, Detail 22 (Thermoplastic)

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



Bid Item 79: Curb Painting, Red (Paint)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 80: Traffic Signal Loop Detector

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of pavement surface to receive installation and installation of traffic signal loop detector top as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 81: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 82: Hot Mix Asphalt Mill Grind (3" thick)

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a three (3) inch deep mill grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 83: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 84: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

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. These items include, but are not limited to, potholing of existing utilities and the procuring of a staging area and related expenses.

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.

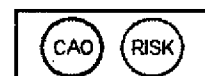
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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.

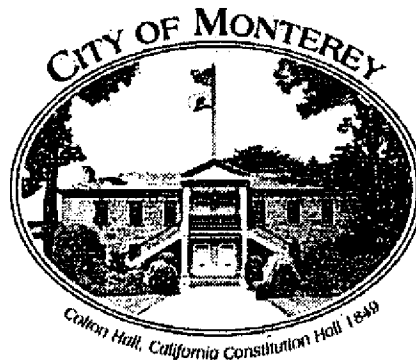
The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five 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.



APPENDIX A: BID PROPOSAL FORMS



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

BID PROPOSAL COVER SHEET

FOR

**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

Submit the following items unbound:

ITEM

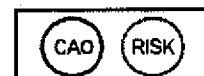
INCLUDED

1. Bid Proposal Cover Sheet (this sheet)
2. Proposal and Bid Schedule
3. Bid Bond
4. Declaration of Bidder
5. Acknowledgement of Addenda (if applicable)
6. Bidder's Statement of Qualifications
7. Subcontractor's List
8. Noncollusion Declaration
9. Debarment and Suspension Certification
10. Certification of Workers' Compensation Insurance
11. Certification Regarding Equal Employment Opportunity
12. Exhibit 15-G Construction Contract Commitment
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)
14. Disclosure of Lobbying Activities (if Applicable)
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)
16. Section 3 Certification

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

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name Signature Date



**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

CITY OF MONTEREY

PROPOSAL

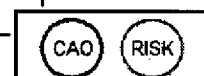
To the Honorable City Council
City of Monterey
City Hall
Monterey, California

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,500	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	500	SF		
16	Hot Mix Asphalt Mill Grind (3" thick)	46,000	SF		



17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	45,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	1,500	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	175	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	17,500	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	57,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	4,000	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	6,000	SF		
34	Construct Curb Drain	125	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,250	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		
42	Construct Concrete Commercial Driveway	1,250	SF		

43	Manhole Adjustment to Grade	20	EA		
44	Cleanout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	10	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Fire Alarm Box Adjustment to Grade	1	EA		
48	Remove, Replace, and Adjust Water Valve Box to Grade	32	EA		
49	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
50	Provide and Install Roadside Signs	13	EA		
51	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
52	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
53	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
54	Pavement Marking, Zebra Crosswalk (Paint)	750	SF		
55	Pavement Marking, "STOP" Legend (Paint)	250	SF		
56	Pavement Marking, 12" Limit Line (Paint)	150	SF		
57	Pavement Marker, Type BB (Blue)	11	EA		
58	Curb Painting, Red (Paint)	400	LF		
59	Refresh Pavement Markings (Paint)	1	LS		
60	Remove and Replace Wood Fence	1	LS		
61	Retrofit Weep Hole in Retaining Wall	3	EA		
62	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 62) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
63	Sawcut, Concrete Sidewalk or Driveway	1	LS		
64	Demolition and Disposal, Concrete Curb and Gutter	300	LF		
65	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
66	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,000	SF		
67	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
68	Subgrade Enhancement Geotextile	11,000	SF		
69	Aggregate Base (8" thick, Class II)	10,000	SF		
70	Construct Concrete Curb and Gutter (City Detail No. 100.R)	200	LF		
71	Construct Concrete Sidewalk (City Detail No. 111.R)	1,500	SF		
72	Construct Concrete Commercial Driveway	1,200	SF		
73	Water Meter Box Adjustment to Grade	6	EA		
74	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
75	Provide and Install Roadside Signs	2	EA		
76	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
77	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
78	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
79	Curb Painting, Red (Paint)	21	LF		
80	Traffic Signal Loop Detector	1	LS		
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID					
81	Wedge Grind	(500)	SF		
82	Hot Mix Asphalt Mill Grind (3" thick)	(560)	SF		
83	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(4,000)	SF		
84	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,500)	SF		
TOTAL ALTERNATE BID (ITEMS 63 THROUGH 80 LESS ITEMS 81 THROUGH 84) (In Words) <hr/> <hr/>					(In Figures) \$



GRAND TOTAL (ITEMS 1 THROUGH 80 LESS ITEMS 81 THROUGH 84) (In Words)	(In Figures)
<hr/>	\$
<hr/>	

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1 through 80 less Items 81 through 84).

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

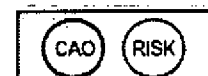
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<hr/>	
(Bidder/Principal Name)	
By:	<hr/>
	(Signature)
	<hr/>
	(Typed or Printed Name)
Title:	<hr/>
(Attach Notary Public Acknowledgement of Principal's Signature)	

<hr/>	
(Surety Name)	
By:	<hr/>
	(Signature of Attorney-In-Fact for Surety)
	<hr/>
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
<hr/>	
(Contact Name)	
<hr/>	
(Street Address)	
<hr/>	
(City, State & Zip Code)	
()	()
Telephone	Fax
<hr/>	
(Email address)	



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: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

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

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

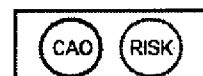
Email: _____

(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



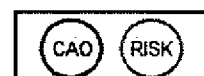
ACKNOWLEDGEMENT OF ADDENDA

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 (Please acknowledge with initials)

DATE RECEIVED

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

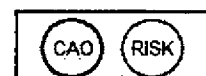
The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUB-CONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion 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.

Bidder hereby certifies(s) he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

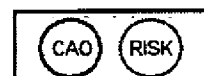
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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.

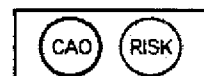
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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:

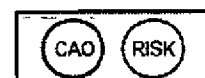
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED </div>	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
Name and Title of Signer (please type) <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	
Signature <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	Date <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>



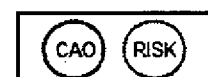
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
25. Local Agency Representative's Signature _____ 27. Local Agency Representative's Name _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	
26. Date _____			28. Phone _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

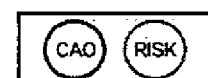


EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

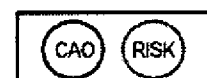
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

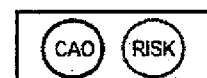
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

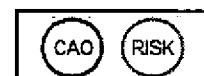


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



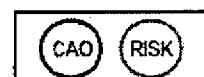
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number:

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



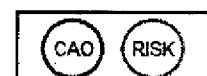
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

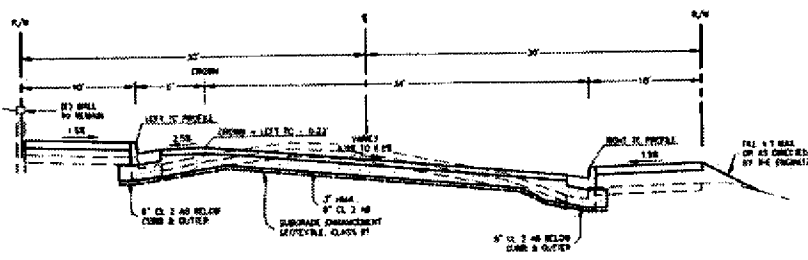
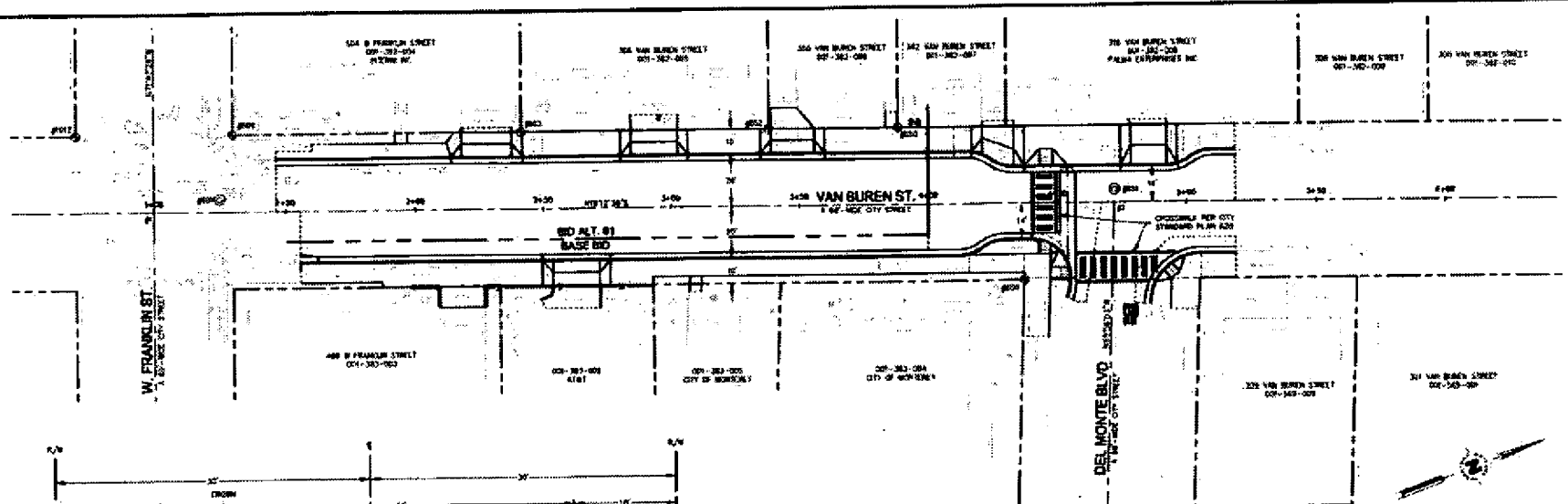
The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

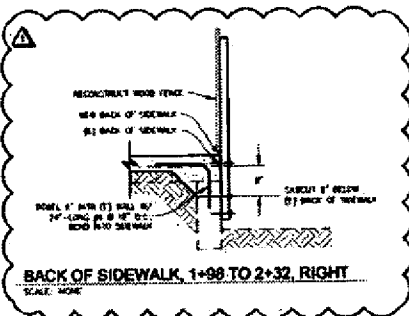
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

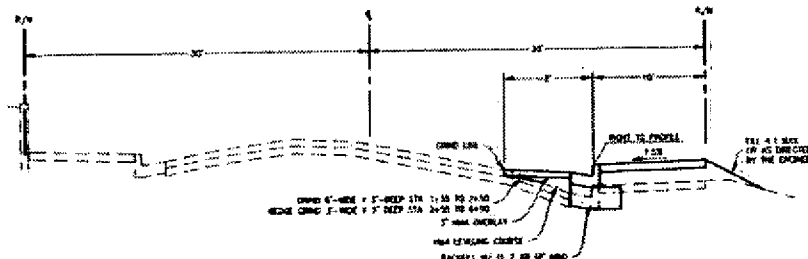




TYPICAL SECTION - BASE BID + BID ALT. #1
SCALE: NONE



BACK OF SIDEWALK, 1+98 TO 2+32, RIGHT
SCALE: NONE



TYPICAL SECTION - BASE BID ONLY, STA 1+55 TO 4+00
SCALE: NONE

POINT	DATE	ELEVATION	FILE	DESCRIPTION
1	2/14/2010	5711.885	N/A	STATION 1+00.00
2	2/14/2010	5711.885	N/A	STATION 1+00.00
3	2/14/2010	5711.885	N/A	STATION 1+00.00
4	2/14/2010	5711.885	N/A	STATION 1+00.00
5	2/14/2010	5711.885	N/A	STATION 1+00.00

CITY RECORDS, 2008, CO. 8 VAN BUREN ST. (PROJECT 07001) ELEVATION = 5711.885

CAO
RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3621 WEBSITE: WWW.MONTEREY.ORG

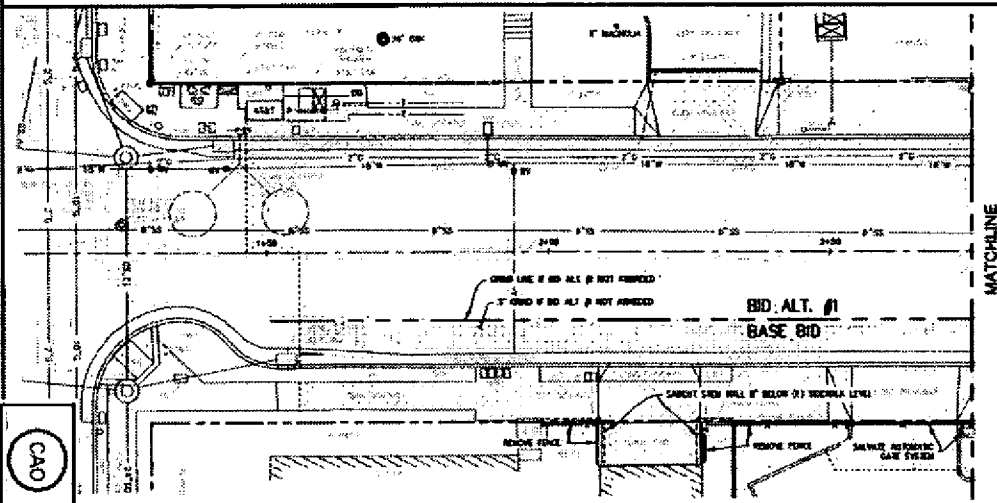
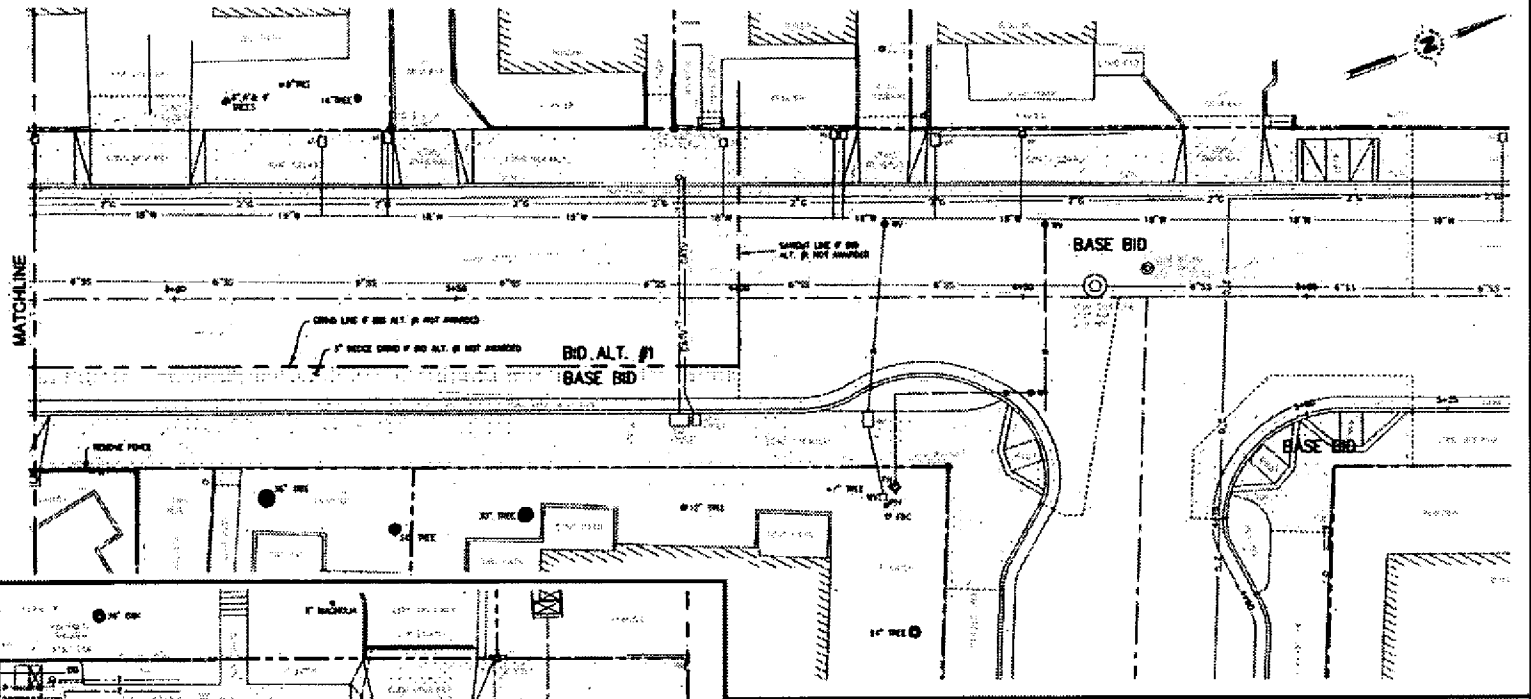
WHITSON ENGINEERS
9500 Elgin Lakeside Lane - Suite 100 - Monterey, CA 93940
831.846.5215 Fax 831.372.8888
CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT



NO.	DATE	REVISION
1	2/14/2010	ISSUED FOR PERMIT
2	2/14/2010	ISSUED FOR PERMIT
3	2/14/2010	ISSUED FOR PERMIT
4	2/14/2010	ISSUED FOR PERMIT
5	2/14/2010	ISSUED FOR PERMIT

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(2007/08/01, 2008/02/01, 2008/04/01, 2008/06/01)
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (33+1619)
LAYOUT, SURVEY CONTROL, TYPICAL SECTIONS

DATE: 2/14/2010
SHEET: C-25
SHEET 25 OF 33



- REVISION SUMMARY**
1. EXPANDED CONFORM FILING AT DRIVEWAYS AND BALCONIES
 2. CLARIFIED CONNECTION TO STEEL WALL, 1+08 TO 1+10, 1+10 TO 1+12, 1+12 TO 1+14
 3. ADDED FENCE REMOVALS
 4. REVISED DRIVE LIMITS

- DEMOLITION PLAN LEGEND**
- DEMOLISH AND DISPOSE OF ASPHALT CONCRETE AND BASE COURSE
 - REMOVE DRIVE (BASE BID ONLY)
 - DEMOLISH AND DISPOSE OF CONCRETE
 - SAFETY LINE
 - REMOVE FENCE
 - PROTECT TREES TO REMAIN
 - REMOVE TREE
 - DEMOLISH AND DISPOSE OF ITEM/STRUCTURE

CAO
RISK

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

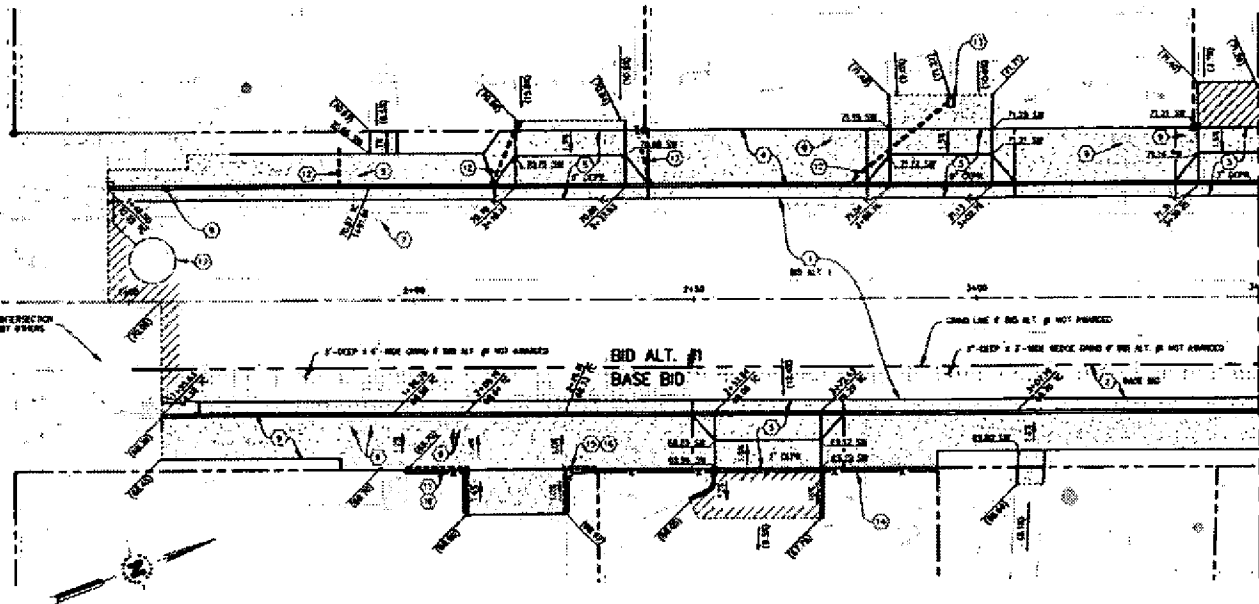
WHITSON ENGINEERS
9000 Blue Lagoon Lane • Suite 100 • Monterey, CA 93940
831.646.6223 • Fax 831.379.9889
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



REVISION	DATE	BY	CHKD
NO. 1	10/10/11	WHE	WHE
NO. 2	10/10/11	WHE	WHE
NO. 3	10/10/11	WHE	WHE
NO. 4	10/10/11	WHE	WHE
NO. 5	10/10/11	WHE	WHE
NO. 6	10/10/11	WHE	WHE
NO. 7	10/10/11	WHE	WHE
NO. 8	10/10/11	WHE	WHE
NO. 9	10/10/11	WHE	WHE
NO. 10	10/10/11	WHE	WHE

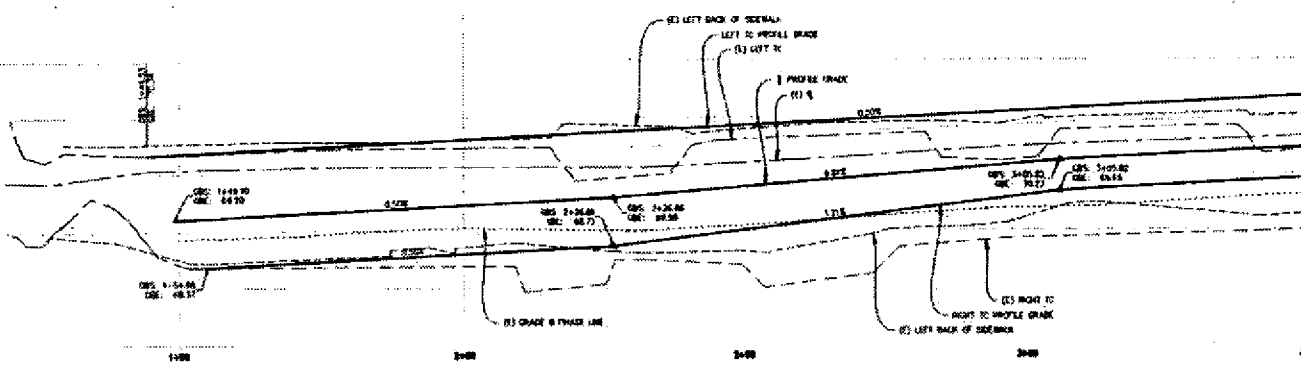
CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
(25C1583C, 25C1583D, 25C1583E, 25C1583F, 25C1583G, 25C1583H, 25C1583I, 25C1583J, 25C1583K, 25C1583L, 25C1583M, 25C1583N, 25C1583O, 25C1583P, 25C1583Q, 25C1583R, 25C1583S, 25C1583T, 25C1583U, 25C1583V, 25C1583W, 25C1583X, 25C1583Y, 25C1583Z)
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35n1819)
DEMOLITION PLAN

C-26
SHEET 26 OF 32



- CONSTRUCTION KEYNOTES:**
1. PRODUCTION PAVING: 3" ASP. TYP. 1" OVER 8" CLASS 2 AGGREGATE BASE OVER 56A (CLASS 80)
 2. FINISH: TACK COAT, TEXTURE COURSE AND 3" ASP. OVERLAY (PAVE DO ONLY: CHURCH ST AND ALI, IF ADJUSTED)
 3. CONSTRUCT CURB RAMP WITH WELDED BONES PER CALTRANS REVISIONS (SHOULDER FROM AREA AND DETAIL 3 / 1-12)
 4. CONSTRUCT CONCRETE SIDEWALK PER CITY STANDARD DETAIL 101-A
 5. CONSTRUCT CONCRETE DRIVEWAY PER DETAIL 4 / 1-12
 6. CONSTRUCT CONCRETE CURB AND GUTTER PER CITY STANDARD DETAIL 100 AND DETAIL 5 / 1-12
 7. ADJUST WATER VALVE COVER TO GRADE PER DETAIL 2 / 1-12
 8. ADJUST MAN COVER TO GRADE PER DETAIL 1 / 1-12
 9. ADJUST WATER METER BOX TO GRADE. PROVIDE 8"-DEEP 3/4" GRADED GRANITE BEDDING.
 10. PROTECT (B) TREE TO REMAIN HAND DIG AROUND POSTS.
 11. ADJUST MONUMENT CORNER TO SPACE. PROTECT (E) UNDERGROUND MONUMENT TO REMAIN. NOTIFY CITY SURVEYOR TO BE (D) MONUMENT PRIOR TO CONSTRUCTION (EIR-007 AND CORNER RECORDS N.C.)
 12. CONSTRUCT CURB DRAIN PER DETAIL 2 / 1-12
 13. RELOCATE EXISTING PRIVATE DRAIN. SET BOX ON 6"-DEEP CONCRETE BASE
 14. RECONSTRUCT CONCRETE FENCE AND AUTOMATIC SLIDING GATE. (NOT OTHERS, N.C.)
 15. RECONSTRUCT WOOD FENCE. ADJUST TO FACE OF CONCRETE SIDEWALK & CONC. WALL. LONGE LIFT EXISTING ADJACENT.
 16. DRAIN AND GUTTER SET-ALONG IN CONCRETE INTO (E) CONC. WALL IN 12" D.C.
 17. CONSTRUCT 6"-THICK TYPE 17' DEEP DETECTOR PER CALTRANS STANDARD PLAN 151-A, AND CONNECT TO EXISTING SYSTEM IN MAIN BOX. THE PROPERTY OWNER SHALL PROVIDE THE EXACT LOCATION OF LOTS PRIOR TO LAY OUTTING AND SHALL APPROVE LAY OUTS PRIOR TO LAYING OUT.
- REVISION SUMMARY**
1. EXAMINED CONFORM PAVING AT DRIVEWAYS AND WALKWAYS.
 2. NOTED FENCE RECONSTRUCTION (EIR-007) (A & 10).
 3. CLARIFIED CONNECTION TO CONC. WALL. 1400 TO 21-12. RIGHT (NORTH) (A).
 4. ADDED LAMP DETECTOR (EIR-007) (17).
- CONSTRUCTION PLAN LEGEND**
- 1. ASP. PAVING, SECTION AS SPECIFIED
 - 2. 8" WEDGE CURB
 - 3. CONSTRUCT CONCRETE
 - 4. (NORTH) DETECTABLE WARNING SURFACE (TRUNCATED CONE)
 - 5. POINT OF WAY
 - 6. CITY EASEMENT LINE
 - 7. EXISTING GRADE CONTOUR
 - 8. FRESH GRADE CONTOUR
 - 9. FLOW LINE
 - 10. SANITARY LINE
 - 11. GRADE BREAK
 - 12. EXPANSION JOINT (SELECT LOCATIONS SHOWN)
 - 13. GROUND LINE
 - 14. SOIL
 - 15. WATER METER
 - 16. VALVE (CV = GAS VALVE, MV = WATER VALVE)
 - 17. UTILITY POLE AND DUCT WIRE
 - 18. FENCE
 - 19. FACE OF BUILDING/STRUCTURE
 - 20. WALL
 - 21. FINISHED SPOT GRADE
 - 22. EXISTING SPOT GRADE, MATCH U.C.N.
 - 23. FINISHED GRADE
 - 24. EXISTING GRADE

MATCHLINE - SEE SHEET C-28



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

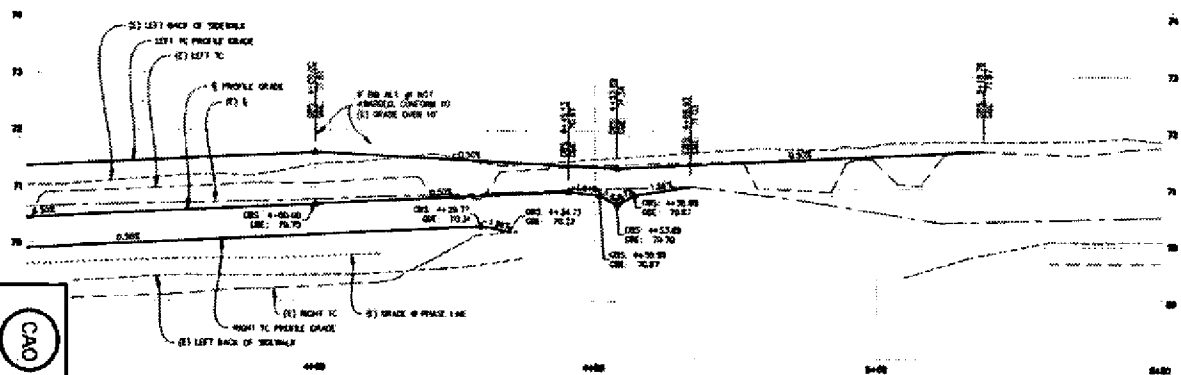
WHITSON ENGINEERS
 5000 Blue Larkspur Lane - Suite 100 - Monterey, CA 93940
 831.846.8828 - Fax 831.373.8805
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



DATE	REVISION
1/1/2010	1.000
1/1/2010	1.001
1/1/2010	1.002
1/1/2010	1.003
1/1/2010	1.004
1/1/2010	1.005
1/1/2010	1.006
1/1/2010	1.007
1/1/2010	1.008
1/1/2010	1.009
1/1/2010	1.010

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2
 CONTRACT: MONTEREY, CALIFORNIA, 2009/01/01
 VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35+1618)
 CONSTRUCTION PLAN SOUTH

C-27
 SHEET 27 OF 30



CAO
RISK

WHITSON ENGINEERS
8659 Blue Lakeside Lane • Suite 105 • Monterey, CA 93940
831 648-5225 • Fax 831 673-8063
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



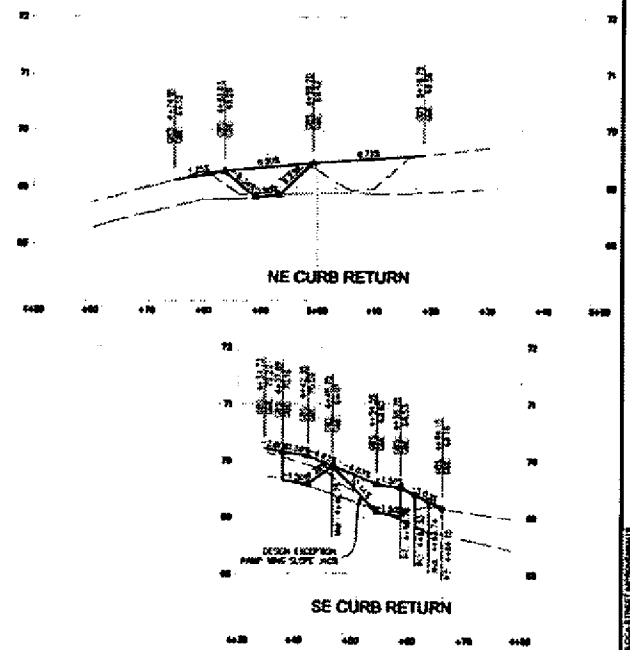
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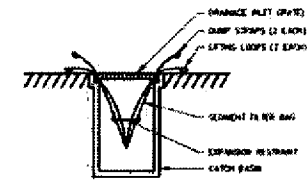
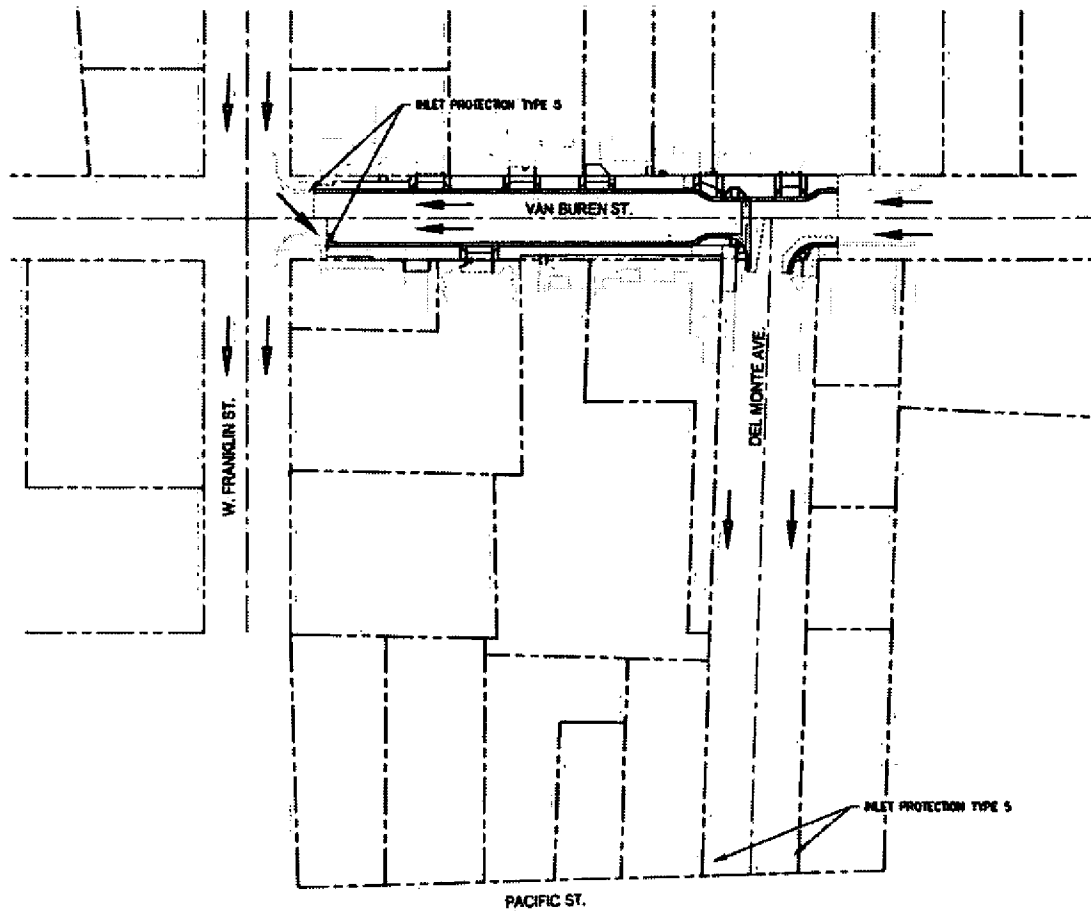
**CITYWIDE ADA RAMPS AND STREET
RECONSTRUCTION, PHASE 2**
(3611832, 3611956, 4140820, 4141251, 3611819)
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (3611819)
CONSTRUCTION PLAN NORTH

C-28

REVISION SUMMARY

1. PRODUCTION PAVING 3" HMA TYPE "A" OVER 8" CLASS 2 AGGREGATE BASE OVER 5.5" (24.5) IN.
2. CHINEL TANK CURE, LEVELING COURSE 3" HMA OVERLAY (SEEN ON SHEET 4) CONTINUED 4' AND 4.5' (14.3) METERED
3. CONSTRUCT CURB RAMP WITH MANICATED DOWELS PER CULPANS REVISED STANDARD PLANS AND DETAIL 3 / C-52
4. CONSTRUCT CONCRETE SIDEWALK PER CITY STANDARD DETAIL 111-B
5. CONSTRUCT CONCRETE SIDEWALK PER DETAIL 4 / C-52
6. CONSTRUCT CONCRETE CURB AND GUTTER PER CITY STANDARD DETAIL 100A PER DETAIL 4 / C-52
7. ADJUST WALKER WALK COVER TO GRADE PER DETAIL 2 / C-52
8. ADJUST MAN COVER TO GRADE PER DETAIL 3 / C-52
9. ADJUST MANHOLE WALKER BOX TO GRADE. PROVIDE 8" DEEP 3/4" CRUSHED GRAVEL BEDDING
10. PROTECT (1) TREE TO REMAIN. MARKED AND ANCHORED ROOTS.
11. ADJUST WORKMENS COVER TO GRADE. PROTECT (3) LANDSCAPING IMPROVEMENT TO REMAIN. REMOVE CITY BURNEUR TO THE OUT IMPROVEMENT PRIOR TO CONSTRUCTION. (RE-USE AND CORNER RECORD BY OTHERS 111-C)
12. ADJUST UTILITY MANHOLE TO GRADE
13. RECONSTRUCT CONCRETE STEPS AND PROVIDE LANDSCAPES. TURN LEFT HAND SIDE RETURN RD. (BY OTHERS 111-C)
14. CONSTRUCT CURB DRAIN PER DETAIL 2 / C-51
15. SPIN CURB 2" WIDE HOLES WITH BURETS AT NEW BACK OF SIDEWALK ELEVATION. CLUSE AT NEW SIDEWALK ELEVATION. CLUSE OVER BACK OF WALK. PLACE 4" OF CARBON FIBER 5' PERMANENT MATINGE. BENDING BACK: BACKFILL WITH 3/4" SAND AND REPLACE. SEE 111-C
16. CONSTRUCT CONCRETE 4'-0" CURB PER CITY STANDARD DETAIL 100A PROVIDE 8" CL. 2' 48"
17. CHANGED LOCATION OF BASE END / END AL. IN MATRONE TO STB. 44-00
18. REPAIRED CONCRETE PAVING AT CORNERS AND SIDEWALKS
19. IMPROVED GRADING AT BUS-OUTS AND 4'-0" CURB
20. ADDED GRADE CALK 4'-0" SITS
21. ADDED 42" WIDE CROWNED BORDERS AT RAMP
22. ADDED TWO CURB STOPS (NORTH 44)
23. ADDED RECONSTRUCTION IN LANDSCAPING. STEPS AT 514. 39PS. LEFT SIDEWALKS 421 (BY OTHERS 111-C)
24. ADDED WEEP HOLES IN (2) LANDSCAPE WALL. DETAIL 111





NOTE:
1. SEE PROJECT SPECIAL PROVISIONS FOR TEMPORARY WATER POLLUTION CONTROL SPECIFICATIONS.

CAO
RISK

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

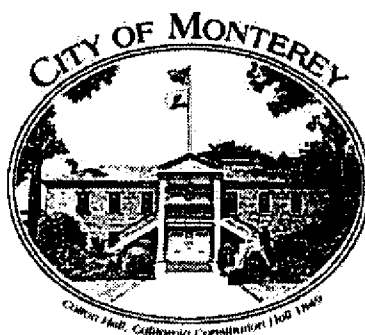
WHITSON ENGINEERS
9500 Blue Larkspur Lane Suite 100 - Monterey, CA 93940
831.648-8228 - Fax 831.373-8086
Civil, Engineering - Land Surveying - Project Management



NO.	DATE	REVISION
1	08/08/18	ISSUED FOR PERMIT

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(35n1619, 35n1620, 41n1600, 41n1611, 35n1618)
VAN BUREN 300 BLOCK STREET RECONSTRUCTION (35n1619)
TEMPORARY WATER POLLUTION CONTROL PLAN

SHEET 1 OF 2
DATE: 07/20/18
DRAWN: C-29
CHECKED: 08/08/18



June 1, 2016

To: All Plan Holders

Subject: Citywide ADA Ramps and Street Reconstruction, Phase 2 - ADDENDUM NO.2

Sent Via: Email/Web Posting

The specifications are amended as follows:

1. Table of Contents:
Replace the first page of the Table of Contents with the attached page noted Addendum 2.
2. Part II, Pages 1 through 34
Replace pages 1 through 34 with the attached pages noted as Part II, Page 1, Addendum 2 through Part II, Page 34, Addendum 2. Changes to Bid Schedule and Bid Item Descriptions include:

Deleted Bid Schedule Item 47, Fire Alarm Box Adjustment to Grade
Renumbered Bid Schedule Items 48 through 84
Deleted Bid Item Description 47, Fire Alarm Box Adjustment to Grade
Renumbered Bid Item Descriptions 48 through 84
Corrected Part II Addendum 1 page numbering resulting in two pages numbered 15 and 16
3. Part IV, Page 7, INSURANCE:
Delete Item 5, "Professional Liability", under "MINIMUM SCOPE AND LIMITS OF INSURANCE"
4. Appendix A, Pages 1 through 24:
Replace Appendix A in its entirety, pages 1 through 24, with the attached pages noted as Appendix A, Page 1, Addendum 2 through Appendix A, Page 24, Addendum 2.

The plans are amended as follows:

5. Project Plans: Replace project plan sheets with the attached revised project plan sheets as follows:
 - a. Replace sheet C-16 with C-16, Revision Delta 1 dated 06/01/2016
 - b. Replace sheet C-17 with C-17, Revision Delta 1 dated 06/01/2016
 - c. Replace sheet C-18 with C-18, Revision Delta 1 dated 06/01/2016

Additional Information

6. Prevailing Wage Determination:
This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. State prevailing wage rates shall have a determination date that encompasses May 29, 2016 and shall be applicable throughout the project. State prevailing wage rates may be found at the following web site: <http://www.dir.ca.gov/OPRL/PWD/Northern.html>. Federal Davis-Bacon Act Wage Determinations are included in this Addendum.

Per Part I, Page 2, "Prevailing Wages, Federally Funded Projects" Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly.

Acknowledge this addendum and all others in your bid on Appendix A, Page 10 of the Specifications. Failure to acknowledge all issued addenda will result in a non-responsive bid.

Sealed 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 pm June 7, 2016.

Sincerely,

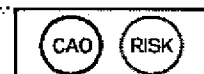


Laurie A Williamson, PE
Senior Engineer

**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,500	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	500	SF		

16	Hot Mix Asphalt Mill Grind (3" thick)	46,000	SF		
17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	45,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	1,500	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	175	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	17,500	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	57,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	4,000	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	6,000	SF		
34	Construct Curb Drain	125	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,250	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		

42	Construct Concrete Commercial Driveway	1,250	SF		
43	Manhole Adjustment to Grade	20	EA		
44	Clearout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	10	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Remove, Replace, and Adjust Water Valve Box to Grade	32	EA		
48	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
49	Provide and Install Roadside Signs	13	EA		
50	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
51	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
52	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
53	Pavement Marking, Zebra Crosswalk (Paint)	750	SF		
54	Pavement Marking, "STOP" Legend (Paint)	250	SF		
55	Pavement Marking, 12" Limit Line (Paint)	150	SF		
56	Pavement Marker, Type BB (Blue)	11	EA		
57	Curb Painting, Red (Paint)	400	LF		
58	Refresh Pavement Markings (Paint)	1	LS		
59	Remove and Replace Wood Fence	1	LS		
60	Retrofit Weep Hole in Retaining Wall	3	EA		
61	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 61) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
62	Sawcut, Concrete Sidewalk or Driveway	1	LS		
63	Demolition and Disposal, Concrete Curb and Gutter	300	LF		
64	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
65	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,000	SF		
66	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
67	Subgrade Enhancement Geotextile	11,000	SF		
68	Aggregate Base (8" thick, Class II)	10,000	SF		
69	Construct Concrete Curb and Gutter (City Detail No. 100.R)	200	LF		
70	Construct Concrete Sidewalk (City Detail No. 111.R)	1,500	SF		
71	Construct Concrete Commercial Driveway	1,200	SF		
72	Water Meter Box Adjustment to Grade	6	EA		
73	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
74	Provide and Install Roadside Signs	2	EA		
75	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
76	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
77	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
78	Curb Painting, Red (Paint)	21	LF		
79	Traffic Signal Loop Detector	1	LS		
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID					
80	Wedge Grind	(500)	SF		
81	Hot Mix Asphalt Mill Grind (3" thick)	(560)	SF		
82	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(4,000)	SF		
83	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,500)	SF		
TOTAL ALTERNATE BID (ITEMS 62 THROUGH 79 LESS ITEMS 80 THROUGH 83) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL (ITEMS 1 THROUGH 79 LESS ITEMS 80 THROUGH 83) (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 Grand Total (Items 1 through 79 less Items 80 through 83).

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.

Bid Item 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) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also included in this bid item is, maintaining the project site, regular cleanup, final cleanup, temporary fencing and staging area, if any, in accordance with the Specifications and as directed by the Engineer.

Bid Item 2: Storm Water Compliance

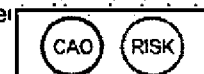
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" in accordance with the Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

Bid Item 3: Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Plans, Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

Bid Item 4: Construction Surveying

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project in this



work item is establishing the project centerline, referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

Bid Item 5: Trucking

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to transport construction materials, including but not limited to, debris from demolition, HMA grindings, aggregate base and HMA, to and from the construction work site as necessary to accomplish the work for related work items. Payment for the item shall include including fuel charges, waiting time, special, handling fees, and all other, charges related to this hauling and trucking services. Excluded from this work item is trucking for other items of work not mentioned here.

Bid Item 6: Sawcut, HMA Pavement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut hot mix asphalt pavement as shown on the plans, as specified in these specifications and as directed by the Engineer. Where applicable, no payment shall be made for sawcutting hot mix asphalt pavement where payment is covered in the unit price for Traffic Detector Loops.

Bid Item 7: Sawcut, Concrete Curb and Gutter

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete curb and gutter as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 8: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 9: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Item 10: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 11: Demolition and Disposal, Existing Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete storm drain inlet as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 12: Demolition and Disposal, Existing Area Drain and Pipe

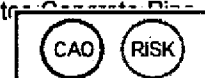
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of existing area drain and pipe in place, grouting the pipe/area drain connection and placing/compacting backfill as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Bid Item 13: Modify Existing Catch Basin

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to modify existing catch basin complete in place, furnish the new reticuline grate, resetting the top portion of catch basin per City Detail No. 103 BR, as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 14: Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for cutting and removing, capping and backfilling the existing 24" storm drain. This work shall include removing a section of 24" Asbestos Concrete Pipe (ACP)



Addendum 2

storm drain at the catch basin adjacent to the curb return, as well as a section of pipe at the existing catch basin that will be demolished. Pipe penetration in existing storm drain inlet shall be sealed with a Portland cement concrete patch in concert with the installation of the new storm drain penetrating the storm drain inlet. Remaining ACP storm drain shall be abandoned in place, capped and filled with one sack slurry concrete. All cutting, handling and removal of ACP pipe shall be in accordance with State of California Requirements, and as specified in these specifications, and as directed by the Engineer.

Bid Item 15: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 16: Hot Mix Asphalt Mill Grind (3" thick)

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a three (3) inch deep mill grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 17: Hot Mix Asphalt Grind and Replace (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for grinding existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 3" thick HMA complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Item 18: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

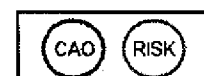
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 19: Geosynthetic Pavement Interlayer

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geosynthetic pavement interlayer in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 20: Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 2" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.



Bid Item 21: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 22: Remove and Replace Hot Mix Asphalt Dike (Type A)

Measurement and payment for this item shall be a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the removal and replacement of a Hot Mix Asphalt (HMA) Dike. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. No separate payment will be made for asphalt, aggregate, or tack coat. Excluded from this work item is trucking HMA grindings away from the site and HMA to the site which will be paid for under a separate bid item.

Bid Item 23: Shoulder Backing

Measurement and payment for this item shall be on a linear feet (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for to perform shoulder backing, as marked on the plans and in accordance with the technical specifications.

Bid Item 24: Demolition, Earthwork, and Subgrade Preparation (3" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 25: Demolition, Earthwork, and Subgrade Preparation (6" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 6" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Items 26: Demolition, Earthwork, and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 27: Demolition, Earthwork, and Subgrade Preparation (3" thick increment)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 3" thick beyond the specified depth on the plans) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 28: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 29: Hot Mix Asphalt (3" thick, 3/4" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4". Payment for this work item shall include installation of temporary raised pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 30: Hot Mix Asphalt (3" thick increment, 3/4" agg.)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick increment of Hot Mix Asphalt (HMA) using a maximum aggregate size of 3/4" as shown on the plans, as specified in the Standard Specifications, these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 31: Subgrade Enhancement Geotextile

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 32: Aggregate Base (6" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 33: Aggregate Base (8" thick, Class II)

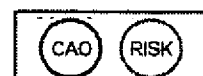
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 34: Construct Curb Drain

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of curb drains, complete in place. This item includes connections to existing drains and the furnishing and installation of drain adaptors, elbows and welded wire mesh. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk, curb and gutter over and around the curb drain.

Bid Item 35: Construct Storm Drain (12" diam., HDPE)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of storm drain pipe of the listed size per City Detail No. 500. Payment for this item includes trench excavation; pipe bedding; placement of storm drain pipe; penetration into new and existing Storm Drain Inlet; grouting of penetration; 6" encasement in Portland Cement concrete and backfilling and compaction of the trench as shown on the plans. Measurement for payment shall be along the centerline of pipe alignment. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.



Bid Item 36: Construct Storm Drain Inlet (City Detail No. 103 BR)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain inlet per City Detail 103 BR. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, grates, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 37: Construct Storm Drain Manhole (City Detail No. 200 R)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain manholes per City Detail No. 200 R. Payment for this work item shall include structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, covers, reinforcing steel, and connecting to existing pipes. All work shall be performed as shown on the plans, and as specified in these specifications, as directed by the Engineer.

Bid Item 38: Construct Concrete Cross Gutter (City Detail No. 102 R Modified)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete cross gutter, including spandrels, over-excavation and recompaction of sub-grade; doweling into adjacent concrete facility; and constructing reinforced concrete cross gutter and spandrels as shown on the plans and as directed by the Engineer. Measurement for payment on this work item shall be the square footage of the concrete cross gutter, including spandrels. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 39: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade; doweling into adjacent curb, and gutter; and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 40: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; doweling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Item 41: Construct Concrete Curb Ramp

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to install concrete curb ramps, complete in place. The work shall include over-excavation and recompaction of sub-grade necessary for constructing a concrete ramp with detectable warning surfaces within and including the 12 inch wide grooved border and doweling into adjacent concrete facilities, as required. Also included in this item is the curb, gutter and sidewalk area within the 12 inch wide grooved border around the curb ramp. In the event that there is no 12 inch wide grooved border around the curb ramp, the extent of the curb ramp shall be defined as the end of the retaining curb. Full compensation for constructing or furnishing and installing detectable warning surfaces shall be considered as included in this item and no separate payment will be made therefor. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Bid Item 42: Construct Concrete Commercial Driveway

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

Bid Item 43: Manhole Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 44: Cleanout Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 45: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 46: Cable TV Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to adjust the existing cable TV box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 47: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 48: Remove, Replace, and Adjust Monument Well to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing monument well and cover, protect survey monument in place during construction, furnish and install new monument well with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 49: Provide and Install Roadside Signs

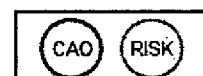
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 50: Removal of Traffic Stripes, Pavement Markings and Markers

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 51 : Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.



Bid Item 52: Traffic Stripe, Detail 22 (Thermoplastic)

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

Bid Item 53: Pavement Marking, Zebra Crosswalk (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete Zebra Crosswalk as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 54: Pavement Marking, "STOP" Legend (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete pavement marking legend as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 55: Pavement Marking, 12" Limit Line (Paint)

Measurement for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marking and application of paint markings for a complete 12" limit line as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 56: Pavement Marker, Type BB (Blue)

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive the pavement marker and application of pavement marker as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 57: Curb Painting, Red (Paint)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 58: Refresh Pavement Markings (Paint)

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the refreshing the painted pavement markings at the non-resurfaced legs of the resurfaced intersection. Pavement Markings shall be refreshed for all streets shown on the plans. The price for refreshing pavement markings includes full compensation for applying one coat of paint to existing pavement markings as shown on the plan and in accordance with these specifications, and as directed by the Engineer.

Bid Item 59: Remove and Replace Wood Fence

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removing existing wood fence and concrete footings, and constructing and painting new wood fence, including attaching fence posts to concrete wall as directed by the Engineer. The Contractor shall provide the Engineer with working drawings at least two weeks prior to the scheduled fence installation. The Engineer may use these drawings during coordination with the property owners. Wood shall be naturally decay resistant lumber conforming to AWPA Use Category UC3B, Commodity Specification A.

Bid Item 60: Retrofit Weep Hole in Retaining Wall

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for filling existing weep hole and core drilling new weep hole at the location determined by the Engineer; and installing new wall drain, including excavation, hardware cloth, 1 cubic foot of Caltrans Class 2 permeable material, soil backfill, and landscape restoration, complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 61: 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, and as specified in these specifications, and as directed by the Engineer.

Bid Item 62: Sawcut, Concrete Sidewalk or Driveway

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, in accordance with these specifications and as directed by the Engineer.

Bid Item 63: Demolition and Disposal, Concrete Curb and Gutter

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

Bid Item 64: Demolition and Disposal, Concrete Sidewalk and Curb Ramps

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete sidewalk and curb ramps (excluding curb and gutter in front of curb ramps) as shown on the plans, and in accordance with these specifications, and as directed by the Engineer.

Bid Item 65: Hot Mix Asphalt (3" thick, 1/2" agg, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of 3" thick Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 66: Demolition, Earthwork, and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals required for demolition, earthwork, and subgrade preparation (up to 9" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, as shown on the plans. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking demolished materials away from the work site which will be paid for under a separate bid item.

Bid Item 67: Subgrade Enhancement Geotextile

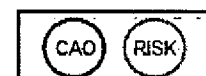
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a geotextile in accordance with the manufacturers specifications, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 68: Aggregate Base (8" thick, Class II)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the placement of, spreading, and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular pavement, as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking aggregate base to the site which will be paid for under a separate bid item.

Bid Item 69: Construct Concrete Curb and Gutter (City Detail No. 100 R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the construction of the concrete curb and gutter, including over-excavation and recompaction of sub-grade, doweling into adjacent curb, and gutter, and constructing concrete curb and gutter as shown on the plans. Measurement for payment on this work item shall be along the curb face of the new curb and gutter. Excluded from this work item are curb and gutter transitions for catch basins and curb and gutter within the limits of ADA compliant curb ramps. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.



Bid Item 70: Construct Concrete Sidewalk (City Detail No. 111 R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade necessary for constructing concrete sidewalk in accordance with City standard 111 R; dowelling into existing sidewalk and curb and gutter. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12 inch wide grooved border around curb ramps.

Bid Item 71: Construct Concrete Commercial Driveway

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

Bid Item 72: Water Meter Box Adjustment to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to protect the water meter during construction and adjust the existing water meter box or vault to final grade. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 73: Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, shorten or extend the valve riser as appropriate, furnish and install new water valve box with cover, and adjust to final grade with a concrete collar after grading and/or paving. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 74: Provide and Install Roadside Signs

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to install new roadside sign in accordance with City Detail No. 603. Payment for this work item shall only be made once per unit, regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset during the various construction stages. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 75: Removal of Traffic Stripes, Pavement Markings and Markers

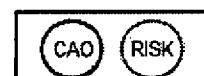
Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove all thermoplastic and painted traffic stripes, pavement markings and markers from all streets designated on the plans. The removal and proper disposal of raised pavement markers, non-reflective pavement markers, blue raised pavement markers, and all other striping, markers and pavement markings shall be included. Preparation and submittal of drawings showing existing painted and thermoplastic striping and markers prior to removal shall be included in this pay item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

Bid Item 76: Traffic Stripe, Detail 2 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic stripe, application of thermoplastic stripes, and installation of markers for a complete Detail 2 traffic line in accordance with Caltrans Standard Plan A20A, as shown on the plans, as specified in these specifications and as directed by the Engineer.

Bid Item 77: Traffic Stripe, Detail 22 (Thermoplastic)

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



Bid Item 78: Curb Painting, Red (Paint)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of curb surface to receive paint and application of two coats of paint on the top and face of curb, as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 79: Traffic Signal Loop Detector

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of pavement surface to receive installation and installation of traffic signal loop detector top as shown on the plans and in accordance with these specifications and as directed by the Engineer.

Bid Item 80: Wedge Grind

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a variable depth wedge grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 81: Hot Mix Asphalt Mill Grind (3" thick)

Measurement and payment for this item shall be on a square foot (SF). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for performing a three (3) inch deep mill grind as marked on the plans and in accordance with the technical specifications. The quantity to be paid for will be the actual square feet, respectively of surface cold planed for the depth designated in the Engineer's Estimate, and irrespective of the number of passes required to obtain the depth shown on the plans. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, surveying and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, installing temporary traffic striping and pavement markers and disposing of planed material, including removing, and disposing of grindings as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA grindings away from the site which will be paid for under a separate bid item.

Bid Item 82: Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 1" thick Hot Mix Asphalt (HMA) Leveling course using a maximum aggregate size of 1/2". Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

Bid Item 83: Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick Hot Mix Asphalt (HMA) Overlay using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used as part of this payment item. Payment for this work item shall include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer. Excluded from this work item is trucking HMA to the site which will be paid for under a separate bid item.

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. These items include, but are not limited to, potholing of existing utilities and the procuring of a staging area and related expenses.

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Monterey** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1616)**

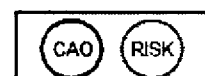
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

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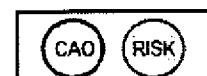


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<hr/> (Bidder/Principal Name)	
By:	<hr/>
	(Signature)
	<hr/>
	(Typed or Printed Name)
Title:	<hr/>
(Attach Notary Public Acknowledgement of Principal's Signature)	

<hr/> (Surety Name)	
By:	<hr/>
	(Signature of Attorney-In-Fact for Surety)
	<hr/>
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
<hr/>	
(Contact Name)	
<hr/>	
(Street Address)	
<hr/>	
(City, State & Zip Code)	
()	()
Telephone	Fax
<hr/>	
(Email address)	



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: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

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

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

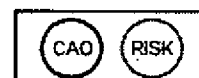
Email: _____

(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



ACKNOWLEDGEMENT OF ADDENDA

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 (Please acknowledge with initials)

DATE RECEIVED

1. _____

2. _____

3. _____

4. _____

5. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUBCONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion 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.

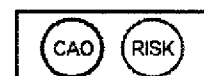
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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.

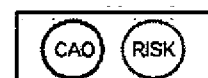
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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:

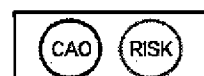
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

<p>U.S. Department of Housing and Urban Development</p> <p>CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY</p>	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code):	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
2. Compliance Reports were required to be filed in connection with such contract or subcontract.	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1).	
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
Name and Title of Signer (please type)	
Signature	Date

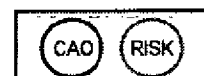


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			15. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	\$ _____ % _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates



Addendum 2

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

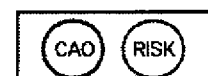
NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



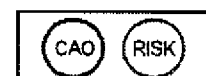
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

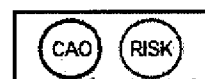
The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



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

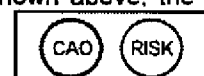
Contractor shall procure and maintain for the duration of the contract, *and for [#x] years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

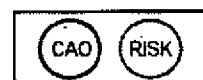
MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

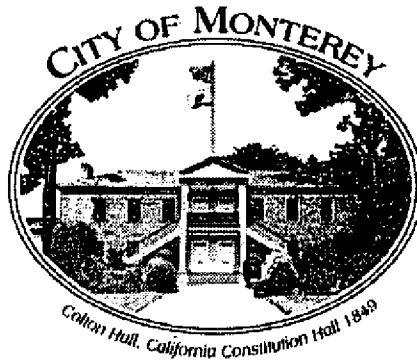
1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (**ISO CG 25 03 or 25 04**) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described in Part III.
5. **(Deleted, Addendum 2)**
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the Entity





APPENDIX A: BID PROPOSAL FORMS



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

BID PROPOSAL COVER SHEET

FOR

**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

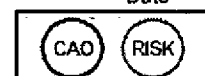
Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Bid Bond	_____
4. Declaration of Bidder	_____
5. Acknowledgement of Addenda (if applicable)	_____
6. Bidder's Statement of Qualifications	_____
7. Subcontractor's List	_____
8. Noncollusion Declaration	_____
9. Debarment and Suspension Certification	_____
10. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	_____
14. Disclosure of Lobbying Activities (if Applicable)	_____
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	_____
16. Section 3 Certification	_____

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

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name Signature Date



**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Trucking	1	LS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Curb and Gutter	1	LS		
8	Sawcut, Concrete Sidewalk or Driveway	1	LS		
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF		
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,500	SF		
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA		
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA		
13	Modify Existing Catch Basin	1	EA		
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS		
15	Wedge Grind	500	SF		

16	Hot Mix Asphalt Mill Grind (3" thick)	46,000	SF		
17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF		
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	45,000	SF		
19	Geosynthetic Pavement Interlayer	40,000	SF		
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF		
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	1,500	SF		
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF		
23	Shoulder Backing	175	LF		
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF		
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF		
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	17,500	SF		
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	57,000	SF		
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF		
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF		
31	Subgrade Enhancement Geotextile	4,000	SF		
32	Aggregate Base (6" thick, Class II)	6,000	SF		
33	Aggregate Base (8" thick, Class II)	6,000	SF		
34	Construct Curb Drain	125	LF		
35	Construct Storm Drain (12" diam., HDPE)	125	LF		
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA		
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA		
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,250	SF		
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF		
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF		
41	Construct Concrete Curb Ramp	2,500	SF		

42	Construct Concrete Commercial Driveway	1,250	SF		
43	Manhole Adjustment to Grade	20	EA		
44	Cleanout Adjustment to Grade	1	EA		
45	Water Meter Box Adjustment to Grade	10	EA		
46	Cable TV Box Adjustment to Grade	3	EA		
47	Remove, Replace, and Adjust Water Valve Box to Grade	32	EA		
48	Remove, Replace, and Adjust Monument Well to Grade	8	EA		
49	Provide and Install Roadside Signs	13	EA		
50	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
51	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF		
52	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF		
53	Pavement Marking, Zebra Crosswalk (Paint)	750	SF		
54	Pavement Marking, "STOP" Legend (Paint)	250	SF		
55	Pavement Marking, 12" Limit Line (Paint)	150	SF		
56	Pavement Marker, Type BB (Blue)	11	EA		
57	Curb Painting, Red (Paint)	400	LF		
58	Refresh Pavement Markings (Paint)	1	LS		
59	Remove and Replace Wood Fence	1	LS		
60	Retrofit Weep Hole in Retaining Wall	3	EA		
61	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 61) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
62	Sawcut, Concrete Sidewalk or Driveway	1	LS		
63	Demolition and Disposal, Concrete Curb and Gutter	300	LF		
64	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF		
65	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,000	SF		
66	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF		
67	Subgrade Enhancement Geotextile	11,000	SF		
68	Aggregate Base (8" thick, Class II)	10,000	SF		
69	Construct Concrete Curb and Gutter (City Detail No. 100 R)	200	LF		
70	Construct Concrete Sidewalk (City Detail No. 111 R)	1,500	SF		
71	Construct Concrete Commercial Driveway	1,200	SF		
72	Water Meter Box Adjustment to Grade	6	EA		
73	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA		
74	Provide and Install Roadside Signs	2	EA		
75	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
76	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF		
77	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF		
78	Curb Painting, Red (Paint)	21	LF		
79	Traffic Signal Loop Detector	1	LS		
THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID					
80	Wedge Grind	(500)	SF		
81	Hot Mix Asphalt Mill Grind (3" thick)	(560)	SF		
82	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(4,000)	SF		
83	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,500)	SF		
TOTAL ALTERNATE BID (ITEMS 62 THROUGH 79 LESS ITEMS 80 THROUGH 83) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL (ITEMS 1 THROUGH 79 LESS ITEMS 80 THROUGH 83) (In Words) _____ _____	(In Figures) \$
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1 through 79 less Items 80 through 83).

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Monterey** ("the Oblige") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

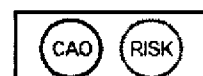
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<p>_____ (Bidder/Principal Name)</p> <p>By: _____ (Signature)</p> <p>_____ (Typed or Printed Name)</p> <p>Title: _____</p> <p>(Attach Notary Public Acknowledgement of Principal's Signature)</p>
<p>_____ (Surety Name)</p> <p>By: _____ (Signature of Attorney-In-Fact for Surety)</p> <p>_____ (Typed or Printed Name of Attorney-In-Fact)</p> <p>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</p>
<p>Contact name, address, telephone number and email address for notices to the Surety</p> <p>_____ (Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>() _____ () _____ Telephone Fax</p> <p>_____ (Email address)</p>

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: _____

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____

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

_____ COUNTY, CALIFORNIA, ON _____, 201_____

Name of Firm: _____

Address: _____

Telephone: _____

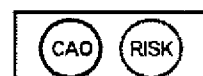
Email: _____

(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



ACKNOWLEDGEMENT OF ADDENDA

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 (Please acknowledge with initials)

DATE RECEIVED

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUB-CONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion 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.

Bidder hereby certifies(s) he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

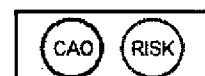
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification 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.

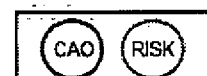
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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:

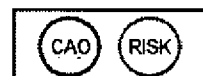
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
3. Compliance Reports were required to be filed in connection with such contract or subcontract. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1). <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED </div>	
5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	
Name and Title of Signer (please type) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Signature <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	Date <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

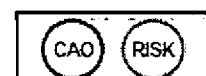
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			15. TOTAL CLAIMED DBE PARTICIPATION <div style="display: flex; justify-content: space-between;"> \$ % </div> <p><small>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</small></p> 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City of Monterey, in the County of Monterey, established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Exhibit 15-G Construction Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Exhibit 15-G Construction Contract DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Addendum 2

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

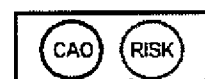
<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:



Addendum 2

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



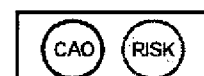
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



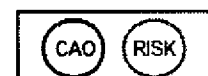
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



General Decision Number: CA160029 04/29/2016 CA29

Superseded General Decision Number: CA20150029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	03/18/2016
5	04/29/2016

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging

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and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

Area 1.....	\$ 28.30	7.75
Area 2.....	\$ 32.38	7.75

ASBE0016-008 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
--	-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 59.38	19.83
Area 2.....	\$ 44.05	18.62

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
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BOILERMAKER

Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
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MARBLE FINISHER.....	\$ 28.05	14.01
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BRCA0003-003 08/01/2013

	Rates	Fringes
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MARBLE MASON.....	\$ 39.30	22.48
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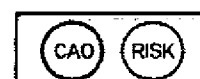
BRCA0003-005 05/01/2015

	Rates	Fringes
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BRICKLAYER

(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 36.18	20.14
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(7) San Francisco, San
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Mateo.....	\$ 39.99	24.75
(8) Alameda, Contra		
Costa, San Benito, Santa		
Clara.....	\$ 41.80	20.65
(9) Calaveras, San		
Joaquin, Stanislaus,		
Tuolumne.....	\$ 37.31	19.73
(16) Monterey, Santa Cruz...	\$ 38.62	22.64

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

BRCA0003-011 04/01/2015

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 23.49	12.32
Area 2.....	\$ 23.31	12.90
Area 3.....	\$ 23.15	11.96
Tile Layer		
Area 1.....	\$ 41.87	13.55
Area 2.....	\$ 37.71	14.19
Area 3.....	\$ 33.13	13.59

CARP0022-001 07/01/2015

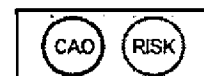
San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 42.55	25.98
Journeyman Carpenter.....	\$ 42.40	25.98
Millwright.....	\$ 42.50	27.38

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	\$ 39.60	30.73

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Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

CARP0035-007 07/01/2015

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.26	17.67
Installer II.....	\$ 20.83	18.67
Lead Installer.....	\$ 27.71	18.17
Master Installer.....	\$ 31.93	18.17

Area 2
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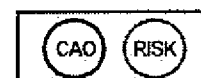


Exhibit A

Installer I.....	\$ 21.61	17.67
Installer II.....	\$ 18.66	17.67
Lead Installer.....	\$ 24.58	18.17
Master Installer.....	\$ 28.21	19.35
Area 3		
Installer I.....	\$ 20.66	18.85
Installer II.....	\$ 17.89	18.85
Lead Installer.....	\$ 23.46	18.17
Master Installer.....	\$ 30.48	17.67

CARP0035-008 08/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 2.....	\$ 34.47	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.30
Area 2.....	\$ 17.24	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

CARP0152-001 07/01/2014

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0152-002 07/01/2014

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53

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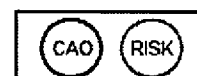


Exhibit A

Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 34.97	29.12

CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0217-001 07/01/2015

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.55	25.98
Journeyman Carpenter.....	\$ 42.40	25.98
Millwright.....	\$ 42.50	27.38

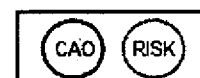
CARP0405-001 07/01/2015

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.55	25.98
Journeyman Carpenter.....	\$ 42.40	25.98
Millwright.....	\$ 42.50	27.38

CARP0405-002 07/01/2015

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San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 36.58	25.98
Journeyman Carpenter.....	\$ 26.52	25.98
Millwright.....	\$ 39.02	27.38

 CARP0505-001 07/01/2015

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 36.67	25.98
Journeyman Carpenter.....	\$ 36.52	25.98
Millwright.....	\$ 39.02	27.38

 CARP0605-001 07/01/2015

Monterey County

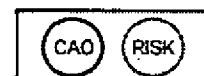
	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 36.67	25.98
Journeyman Carpenter.....	\$ 36.52	25.98
Millwright.....	\$ 39.02	27.38

 CARP0701-001 07/01/2015

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		

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Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 35.32	25.98
Journeyman Carpenter.....	\$ 35.17	25.98
Millwright.....	\$ 37.67	27.38

CARP0713-001 07/01/2015

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 42.40	25.98
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.55	25.98
Journeyman Carpenter.....	\$ 42.40	25.98
Millwright.....	\$ 42.50	27.38

CARP1109-001 07/01/2014

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

ELEC0006-004 12/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.82	17.85
Technician.....	\$ 39.65	17.99

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

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systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 61.25	29.80

ELEC0100-002 06/01/2015

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	20.09

ELEC0100-005 12/01/2015

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.24	16.91
Technician.....	\$ 34.43	17.03

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

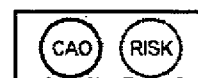
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS

Television monitoring and

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surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 05/25/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 42.15	23.36
Zone B.....	\$ 46.37	23.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2015

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 37.94	16.30

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SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/09/2016

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.17	26.23
ELECTRICIAN.....	\$ 47.76	26.03

ELEC0302-003 12/01/2015

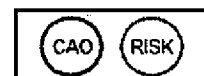
CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.03
Technician.....	\$ 39.08	17.17

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

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installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2015

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 65.57	32.19
ELECTRICIAN.....	\$ 57.02	31.94

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

* ELEC0332-003 11/30/2015

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 39.08	17.47

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2015

ALAMEDA COUNTY

	Rates	Fringes
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CABLE SPLICER.....	\$ 56.70	33.55
ELECTRICIAN.....	\$ 50.40	33.36

ELEC0595-002 06/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.09	25.68
ELECTRICIAN		
(1) Tunnel work.....	\$ 36.49	25.48
(2) All other work.....	\$ 34.75	25.35

ELEC0595-006 06/01/2015

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 33.32	16.29
Technician.....	\$ 37.94	16.44

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

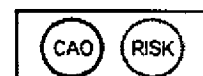
ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 29.10	16.18
Technician.....	\$ 33.13	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

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function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2015

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 53.90	30.50

ELEC0617-003 12/01/2015

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 39.08	17.47

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.



ELEC0684-001 12/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.01

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 28.22	16.26
Technician.....	\$ 32.13	16.26

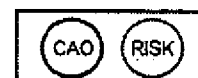
SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems; line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
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Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

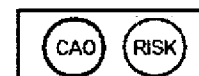
AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

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ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

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SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 06/30/2014

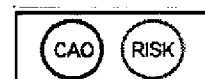
"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

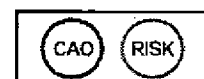
SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44

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Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44



FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: 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; Power blade operator (finish); Power shovels, over 1 cu. yd. 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 assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (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/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; 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 repairperson 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 (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; 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 gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types);

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Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (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; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, 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); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; 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); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration 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; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743

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series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, 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: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: 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, Manitex or similar (boom truck) - under 15 tons;

PILEDRIERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fündex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

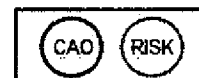
GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

AREA 2 - MODOC COUNTY

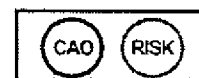
THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

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Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder



PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County

Area 2: Remainder

TULARE COUNTY:

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

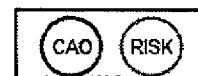
ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade
work regardless of equipment used, and all equipment with a
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rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part



Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County

Area 2: Remainder

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TULARE COUNTY;
 Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 IRON0377-002 01/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.58	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.00	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
 Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

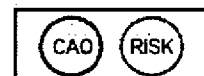
 LABO0067-002 12/01/2015

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
 MATEO AND SANTA CLARA COUNTIES

AREA "B" - 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

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		

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Area A.....	\$ 29.02	20.82
Area B.....	\$ 28.02	20.82

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, 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

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

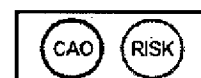
See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

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Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

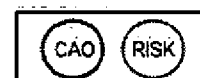
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxypresin, fiberglass, mastic worker (wet or dry); No

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joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. 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 laborers' work; Synthetic thermoplastics and similar type welding

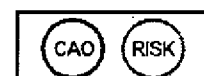
GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander;

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Pipewrapper; Conduit layer; 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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, 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 and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

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GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs; markers, delineators and crash cushions.

LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	31.11	17.34

LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

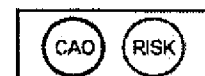
TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman; Robotic Shotcrete Placer,

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Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II....	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/30/2014

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SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler; Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash Agreement #: Ag-5621 - Page 352 of 418



cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

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	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0294-002 06/30/2014		

FRESÑO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

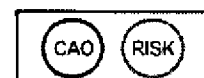
GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

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spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen, Concrete crew - includes rodding and

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spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	28.14	19.03
Traffic Control Person I....\$	28.44	19.03
Traffic Control Person II...\$	25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

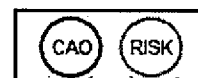
GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

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spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II....\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen, Concrete crew - includes rodding and

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spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO1414-004 08/05/2015

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-007 08/05/2015

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-008 08/05/2015

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-010 08/05/2015

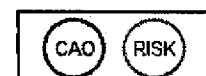
SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 30.71	17.11
5 Stories and above.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-011 08/05/2015

MONTEREY AND SAN BENITO COUNTIES
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	Rates	Fringes
Plasterer tender.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

 PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

 PAIN0016-003 09/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 42.37	21.33
AREA 2.....	\$ 38.24	19.93

 PAIN0016-012 01/01/2015

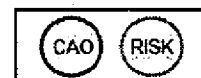
ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

 PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

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	Rates	Fringes
PAINTER		
Brush.....	\$ 30.85	16.85

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 40.07	21.48

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.83	19.75

PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2015

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FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.83	17.39

PAIN0767-001 01/01/2015		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.79	14.93

PLAS0066-002 07/01/2014		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

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PLASTERER.....\$ 35.34 24.21

PLAS0300-001 07/01/2014

Rates Fringes

PLASTERER

AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

PLAS0300-005 06/30/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.00 22.07

PLUM0038-001 07/01/2015

SAN FRANCISCO COUNTY

Rates Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter).....\$ 65.00 43.49

PLUM0038-005 07/01/2015

SAN FRANCISCO COUNTY

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....\$ 55.10 40.91

PLUM0062-001 01/01/2016

MONTEREY AND SANTA CRUZ COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER.....\$ 41.90 27.34

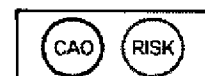
PLUM0159-001 07/01/2015

CONTRA COSTA COUNTY

Rates Fringes

Plumber and steamfitter
(1) Refrigeration.....\$ 52.53 34.44
(2) All other work.....\$ 53.42 34.44

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PLUM0246-001 01/01/2016

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.15	27.39

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2015

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 53.46	40.19
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 53.46	40.19

PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:



	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05

PLUM0393-001 07/01/2015		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 58.91	33.58

PLUM0442-001 01/01/2016		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 39.25	27.14

PLUM0467-001 07/01/2015		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 58.98	32.43

ROOF0027-002 09/01/2014		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2015

SAN FRANCISCO & SAN MATEO COUNTIES:

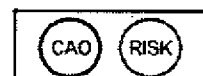
	Rates	Fringes
ROOFER.....	\$ 35.50	15.82

ROOF0081-001 08/01/2015		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofers.....	\$ 36.08	14.90

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 ROOF0081-004 08/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
 TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 32.71	14.65

ROOF0095-002 08/01/2015

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.55	15.52
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 39.55	15.52

SFCA0483-001 01/01/2015

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 56.02	27.77

SFCA0669-011 01/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.31	20.25

SHEE0104-001 07/01/2015

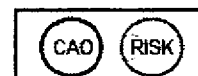
AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
 CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000	\$ 46.30	40.28

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All Other Work.....	\$ 52.20	41.56
AREA 2.....	\$ 41.99	32.86
AREA 3.....	\$ 44.25	29.37

SHEE0104-003 07/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.85	30.90

SHEE0104-005 07/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.29	33.79

SHEE0104-007 07/01/2015

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.11	33.54

SHEE0104-015 07/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 34.15	32.98

SHEE0104-018 07/01/2015

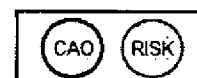
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 34.15	32.98

TEAM0094-001 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.57	25.22
GROUP 2.....	\$ 28.87	25.22
GROUP 3.....	\$ 29.17	25.22
GROUP 4.....	\$ 29.52	25.22
GROUP 5.....	\$ 29.87	25.22

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FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; 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; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 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 bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's 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; Vacuum Trucks 7500 gals and over and truck repairman



GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

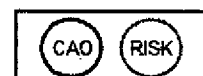
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

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these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

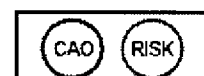
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

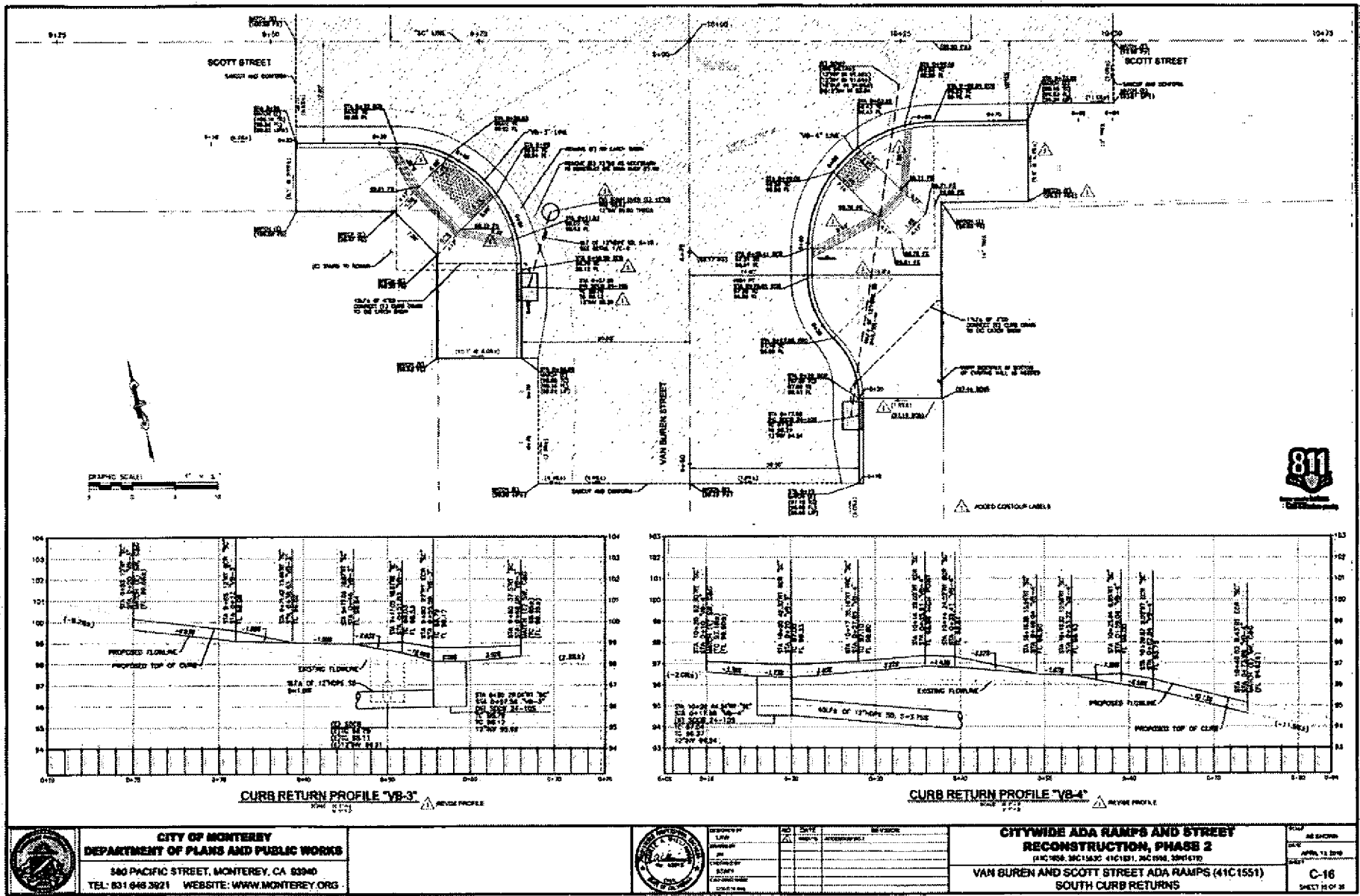
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

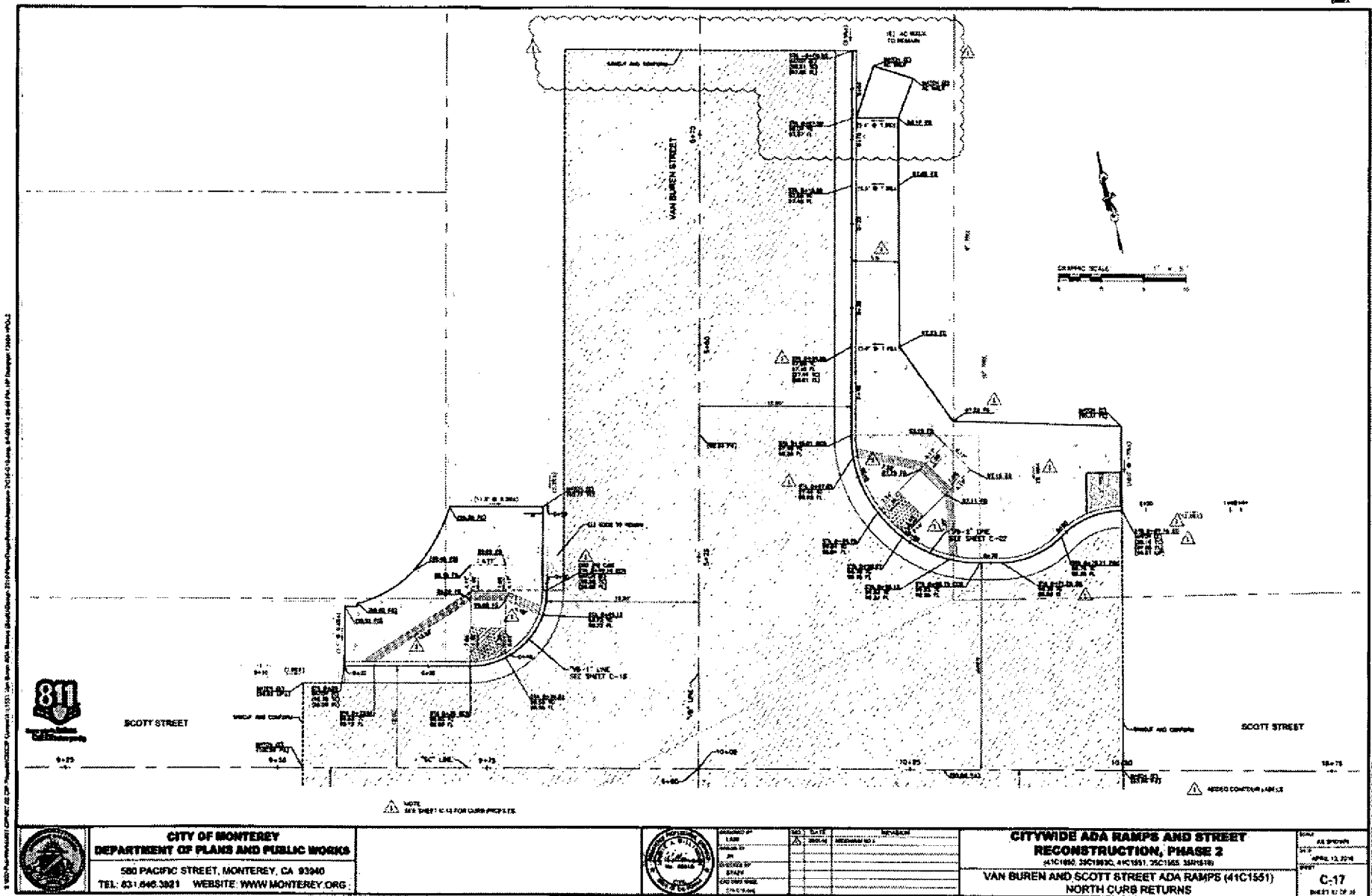
4.) All decisions by the Administrative Review Board are final.

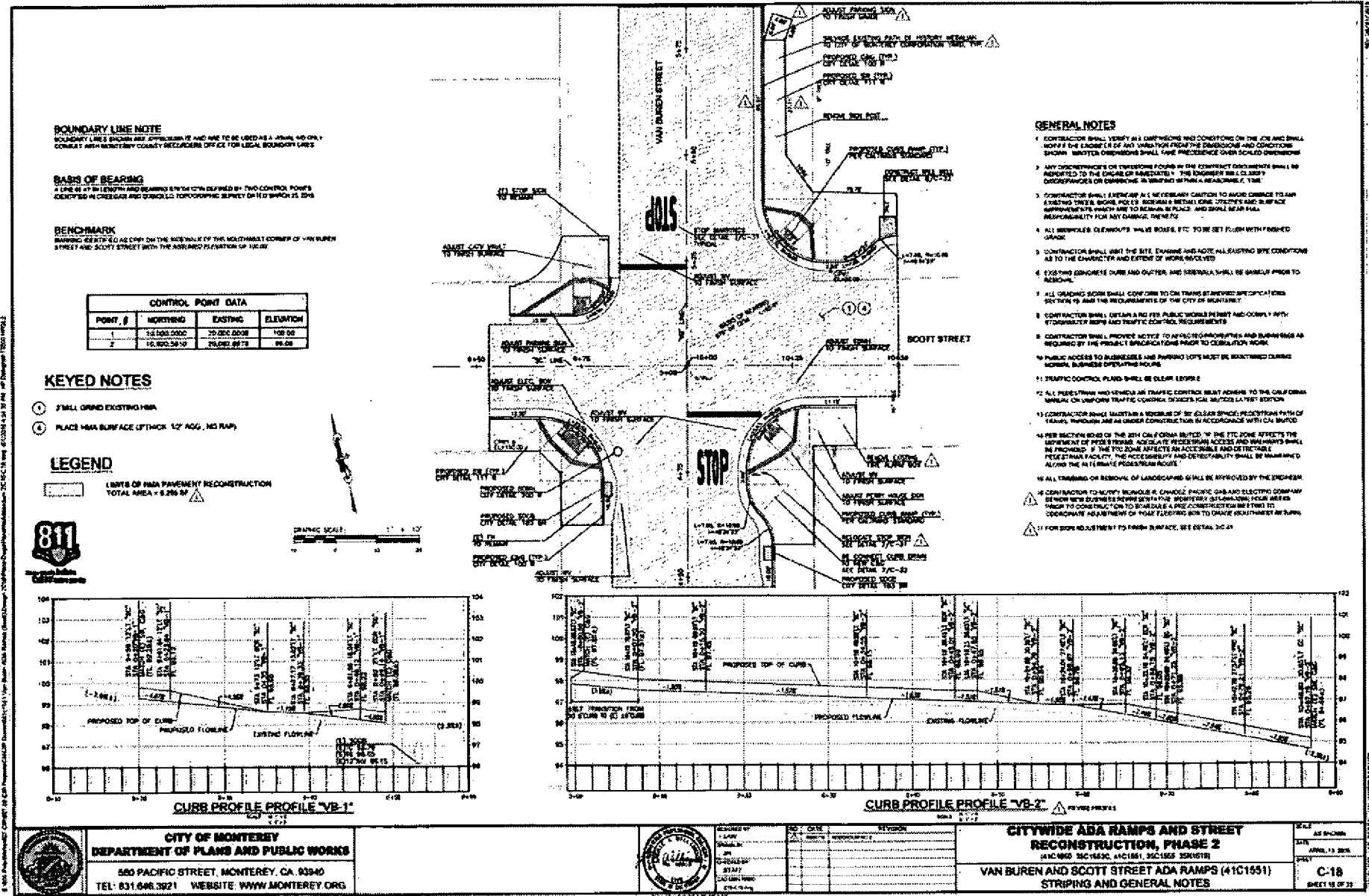
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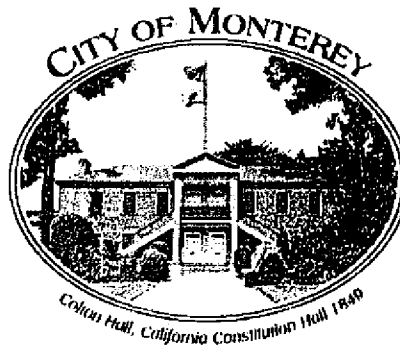
END OF GENERAL DECISION









APPENDIX A: BID PROPOSAL FORMS

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)

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. Bid Bond	<u>X</u>
4. Declaration of Bidder	<u>X</u>
5. Acknowledgement of Addenda (if applicable)	<u>X</u>
6. Bidder's Statement of Qualifications	<u>X</u>
7. Subcontractor's List	<u>X</u>
8. Noncollusion Declaration	<u>X</u>
9. Debarment and Suspension Certification	<u>X</u>
10. Certification of Workers' Compensation Insurance	<u>X</u>
11. Certification Regarding Equal Employment Opportunity	<u>X</u>
12. Exhibit 15-G Construction Contract Commitment	<u>X</u>
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	<u>- N/A -</u>
14. Disclosure of Lobbying Activities (if Applicable)	<u>- N/A -</u>
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	<u>X</u>
16. Section 3 Certification	<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.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: GRANITE CONSTRUCTION COMPANY
Company Name

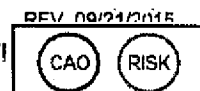
Pennington B. Shortes
Signature
Pennington B. Shortes, Area Manager

June 7, 2016
Date

Citywide ADA Ramps and Street Reconstruction, Phase 2

Agreement #: Ag-5621 - Page 374 of 418

GRANITE CONSTRUCTI



GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective December 11, 2015 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 21, 2015

Richard A. Watts
Richard A. Watts



EXHIBIT 1

AUTHORIZED SIGNERS

**Granite Construction Company
Coastal California Region
Bay Area/Monterey Bay Area/North Coast Area**

AUTHORIZED SIGNERS

Pennington B. Shortes, Area Manager
John G. Boies, Area Manager
Jason Woelbing, Office Manager
Leo Brett Heckel, Office Manager
Steven C. Kaesler, Construction Manager
Bruce E. Harjehäusen, Senior Project Manager
Karim Massoud, Chief Estimator
Patrick K. Amaris, Senior Estimator
Terry D. Richards, Senior Estimator
Clarence Sakoda, Estimator/Project Manager
David Levasseur, Regional Controller

ATTESTERS

Pennington B. Shortes, Area Manager
John G. Boies, Area Manager
Steven C. Kaesler, Construction Manager
Terry D. Richards, Senior Estimator
Jason Woelbing, Office Manager
Melinda Y. Luong, Contracts Administrator
Patrick K. Amaris, Senior Estimator
Patricia A. Arnett, Estimating Assistant
Jenni McKenzie, Estimating Assistant
Teresa Rothney, Estimating Assistant
Jason S. Picard, Estimator/Project Manager
Bruce E. Harjehäusen, Senior Project Manager
Clarence Sakoda, Estimator/Project Manager
Leo Brett Heckel, Office Manager
Susan Crawford, Office Manager
James Williams, Estimator/Project Manager
Diana Navarro, Estimator/Project Manager
Fred Ackerman, Estimator
Emidio Salazar, Estimator

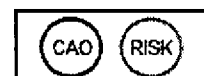
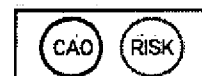


EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Jim Radich, VP Coastal Region
Michael Tatusko, VP Valley Region
Bruce McGowan, VP Central California Region
David A. Donnelly, VP San Diego Region
Brad J. Williams, VP Desert Cities Region



CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2
(41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)

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

BASE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	129,526.-	129,526.-
2	Storm Water Compliance	1	LS	5,000.-	5,000.-
3	Traffic Control	1	LS	120,000.-	120,000.-
4	Construction Surveying	1	LS	7,000.-	7,000.-
5	Trucking	1	LS	101,550.-	101,550.-
6	Sawcut, HMA Pavement	1	LS	2,000.-	2,000.-
7	Sawcut, Concrete Curb and Gutter	1	LS	2,600.-	2,600.-
8	Sawcut, Concrete Sidewalk or Driveway	1	LS	2,600.-	2,600.-
9	Demolition and Disposal, Concrete Curb and Gutter	1,000	LF	15. ⁰⁰	15,000.-
10	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	6,500	SF	3. ⁰⁰	19,500.-
11	Demolition and Disposal, Existing Storm Drain Inlet	2	EA	600. ⁰⁰	1,200.-
12	Demolition and Disposal, Existing Area Drain and Pipe	1	EA	2,000.-	2,000.-
13	Modify Existing Catch Basin	1	EA	5,800.-	5,800.-
14	Remove, Cap and Slurry Backfill Existing 24" Asbestos Concrete Pipe (ACP)	1	LS	5,000.-	5,000.-
15	Wedge Grind	500	SF	3.50	1,750.-

16	Hot Mix Asphalt Mill Grind (3" thick)	46,000	SF	0.70	32,200.-
17	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" agg., No RAP)	60,000	SF	3.00	180,000.-
18	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	45,000	SF	1.00	45,000.-
19	Geosynthetic Pavement Interlayer	40,000	SF	1.15	46,000.-
20	Hot Mix Asphalt Overlay (2" thick, 1/2" agg., No RAP)	40,000	SF	1.80	72,000.-
21	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	1,500	SF	2.00	3,000.-
22	Remove and Replace Hot Mix Asphalt Dike (Type A)	125	LF	20.00	2,500.-
23	Shoulder Backing	175	LF	25.00	4,375.-
24	Demolition, Earthwork, and Subgrade Preparation (3" thick)	24,000	SF	0.90	21,600.-
25	Demolition, Earthwork, and Subgrade Preparation (6" thick)	22,500	SF	1.40	31,500.-
26	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF	3.00	30,000.-
27	Demolition, Earthwork, and Subgrade Preparation (3" thick increment)	17,500	SF	1.15	20,125.-
28	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	57,000	SF	2.80	159,600.-
29	Hot Mix Asphalt (3" thick, 3/4" agg.)	22,500	SF	2.70	60,750.-
30	Hot Mix Asphalt (3" thick increment, 3/4" agg.)	16,500	SF	2.70	44,550.-
31	Subgrade Enhancement Geotextile	4,000	SF	0.80	3,200.-
32	Aggregate Base (6" thick, Class II)	6,000	SF	4.50	27,000.-
33	Aggregate Base (8" thick, Class II)	6,000	SF	5.00	30,000.-
34	Construct Curb Drain	125	LF	25.00	3,125.-
35	Construct Storm Drain (12" diam., HDPE)	125	LF	120.00	15,000.-
36	Construct Storm Drain Inlet (City Detail No. 103 BR)	3	EA	4,900.00	14,700.-
37	Construct Storm Drain Manhole (City Detail No. 200 R)	1	EA	4,500.-	4,500.-
38	Construct Concrete Cross Gutter (City Detail No. 102 R Modified)	1,250	SF	24.00	30,000.-
39	Construct Concrete Curb and Gutter (City Detail No. 100 R)	550	LF	60.00	33,000.-
40	Construct Concrete Sidewalk (City Detail No. 111 R)	6,000	SF	12.-	72,000.-
41	Construct Concrete Curb Ramp	2,500	SF	25.-	62,500.-

42	Construct Concrete Commercial Driveway	1,250	SF	22.00	27,500.00
43	Manhole Adjustment to Grade	20	EA	2,000.00	40,000.00
44	Cleanout Adjustment to Grade	1	EA	600.00	600.00
45	Water Meter Box Adjustment to Grade	10	EA	600.00	6,000.00
46	Cable TV Box Adjustment to Grade	3	EA	400.00	1,200.00
47	Remove, Replace, and Adjust Water Valve Box to Grade	32	EA	1,200.00	38,400.00
48	Remove, Replace, and Adjust Monument Well to Grade	8	EA	1,800.00	14,400.00
49	Provide and Install Roadside Signs	13	EA	245.00	3,185.00
50	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS	5,000.00	5,000.00
51	Traffic Stripe, Detail 2 (Thermoplastic)	2,000	LF	2.00	4,000.00
52	Traffic Stripe, Detail 22 (Thermoplastic)	300	LF	4.10	1,230.00
53	Pavement Marking, Zebra Crosswalk (Paint)	750	SF	4.10	3,075.00
54	Pavement Marking, "STOP" Legend (Paint)	250	SF	4.10	1,025.00
55	Pavement Marking, 12" Limit Line (Paint)	150	SF	4.10	615.00
56	Pavement Marker, Type BB (Blue)	11	EA	33.00	363.00
57	Curb Painting, Red (Paint)	400	LF	4.00	1,600.00
58	Refresh Pavement Markings (Paint)	1	LS	4,000.00	4,000.00
59	Remove and Replace Wood Fence	1	LS	3,750.00	3,750.00
60	Retrofit Weep Hole in Retaining Wall	3	EA	900.00	2,700.00
61	Record Drawings	1	LS	1,000.00	1,000.00
TOTAL BASE BID (ITEMS 1 THROUGH 61) (In Words)					(In Figures)
one million six hundred twenty seven					\$
thousand one hundred ninety four dollars					1,627,194.00

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
62	Sawcut, Concrete Sidewalk or Driveway	1	LS	2,000.-	2,000.-
63	Demolition and Disposal, Concrete Curb and Gutter	300	LF	15.00	4,500.-
64	Demolition and Disposal, Concrete Sidewalk and Curb Ramps	2,600	SF	3.50	9,100.-
65	Hot Mix Asphalt (3" thick, 1/2" agg., No RAP)	10,000	SF	3.40	34,000.-
66	Demolition, Earthwork, and Subgrade Preparation (9" thick)	10,000	SF	3.00	30,000.-
67	Subgrade Enhancement Geotextile	11,000	SF	6.80	8,800.-
68	Aggregate Base (8" thick, Class II)	10,000	SF	4.00	40,000.-
69	Construct Concrete Curb and Gutter (City Detail No. 100 R)	200	LF	57.00	11,400.-
70	Construct Concrete Sidewalk (City Detail No. 111 R)	1,500	SF	14.00	21,000.-
71	Construct Concrete Commercial Driveway	1,200	SF	20.00	24,600.-
72	Water Meter Box Adjustment to Grade	6	EA	700.-	4,200.-
73	Remove, Replace, and Adjust Water Valve Box to Grade	2	EA	2,000.-	4,000.-
74	Provide and Install Roadside Signs	2	EA	245.-	490.-
75	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS	2,400.-	2,400.-
76	Traffic Stripe, Detail 2 (Thermoplastic)	300	LF	2.00	600.-
77	Traffic Stripe, Detail 22 (Thermoplastic)	50	LF	4.00	200.-
78	Curb Painting, Red (Paint)	21	LF	4.00	84.-
79	Traffic Signal Loop Detector	1	LS	10,000.-	10,000.-
					2,750.-

THE FOLLOWING BID ITEMS ARE DEDUCTIVE AND ARE MADE PART OF THE GRAND TOTAL BID

80	Wedge Grind	(500)	SF	(0.70)	(350.-)
81	Hot Mix Asphalt Mill Grind (3" thick)	(560)	SF	0.60	(336.-)
82	Hot Mix Asphalt Leveling Course (1" thick, 1/2" agg.)	(4,000)	SF	0.50	(2,000.-)
83	Hot Mix Asphalt Overlay (3" thick, 1/2" agg., No RAP)	(1,500)	SF	1.50	(2,250.-)

TOTAL ALTERNATE BID (ITEMS 62 THROUGH 79 LESS ITEMS 80 THROUGH 83) (In Words)

one hundred ninety four thousand
five hundred eighty eight dollars

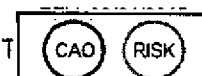
(In Figures)

\$
194,588.

GRAND TOTAL (ITEMS 1 THROUGH 79 LESS ITEMS 80 THROUGH 83) (In Words)	(In Figures)
one million eight hundred twenty one thousand seven hundred eighty two dollars	\$ 1,821,782.

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Items 1 through 79 less Items 80 through 83).



BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, FEDERAL INSURANCE COMPANY, as Surety and GRANITE CONSTRUCTION COMPANY, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the **City of Monterey** ("the Oblige") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 2 (41C1650, 35C1553C, 41C1551, 35C1555, 35N1619)**

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

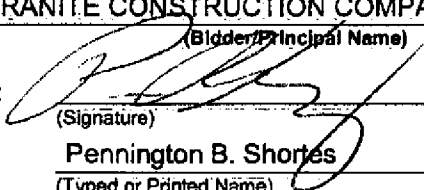
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

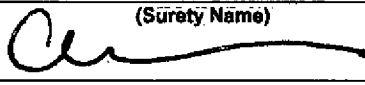
In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

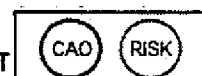


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 2nd day of June 2016 by their duly authorized agents or representatives.

GRANITE CONSTRUCTION COMPANY	
(Bidder/Principal Name)	
By:	
	(Signature)
	Pennington B. Shortes
	(Typed or Printed Name)
Title:	Area Manager
(Attach Notary Public Acknowledgement of Principal's Signature)	

FEDERAL INSURANCE COMPANY	
(Surety Name)	
By:	
	(Signature of Attorney-In-Fact for Surety)
	Ashley Stinson
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-In-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
Scott Bishop, Underwriting Manager	
(Contact Name)	
15 Mountain View Road	
(Street Address)	
Warren, NJ 07059	
(City, State & Zip Code)	
(908) 903-3485	(908) 903-3656
Telephone	Fax
(Email address)	



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On June 2, 2016 before me, Patricia A. Arnett, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

 (Seal)

Patricia A. Arnett, Notary Public



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On June 2, 2016 before me, Sumi Sohn-Rigler, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Sumi Sohn-Rigler
Sumi Sohn-Rigler, Notary Public

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th day of April, 2016**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY ss.

County of Somerset

On this **19th day of April, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

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

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

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

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

Given under my hand and seals of said Companies at Warren, NJ this **June 2, 2016**




Dawn M. Chloros, Assistant Secretary

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



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

****See Attached Copy of License***

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000000085.

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

Santa Cruz COUNTY, CALIFORNIA, ON June 7, 2016.

Name of Firm: GRANITE CONSTRUCTION COMPANY

Address: 580 West Beach Street, Watsonville CA 95076

Telephone: (831) 763-6100

Email: penn.shortes@gcinc.com

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

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


Signature

Pennington B. Shortes, Area Manager

Printed Name and Title


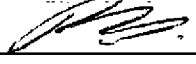




ACKNOWLEDGEMENT OF ADDENDA

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:

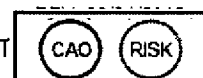
ADDENDA (Please acknowledge with initials)

1. 
2. 
3. _____
4. _____
5. _____
6. _____

DATE RECEIVED

May 2, 2016

June 1, 2016



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
Marina 2015 Roadway Enhancement	City of Marina	211 Hillcrest Avenue Marina, CA 93933	(831) 884-1212	Edrie Delos Santos
Carmel 2014 Street Projects, Phase 1	City of Carmel-by-the-Sea	PO Box CC Carmel-by-the-Sea, CA 93921	(831) 624-2110	Sherman Low
Harris Road Overlay Project	County of Monterey	168 W. Alisal Street Salinas, CA 93901	(831) 755-4800	Jonathan Pascua

SUB-CONTRACTOR'S LIST

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:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
ABSL Construction	621781	1000002818	Hayward CA	AC Milling
Teller PS Pavement Tech.	1005314 PS	1000027901 PS	Martinez CA PS	GlasGrid PS
Chrisp Company	374600 1000000306 PS	1000000306	Fremont CA	Signs + Striping
FBD Vanguard Const.	833032	1000008493	Livermore CA	Minor Concrete
Pacific Northwest Oil	705296	1000004865	Stockton CA	GlasGrid

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

The undersigned declares:

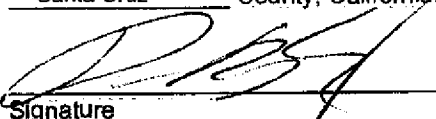
I am the Area Manager of GRANITE CONSTRUCTION COMPANY, the party making the foregoing bid.

Bidder hereby certifies(s) he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

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.

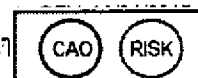
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the 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 7th day of June, 2016 in Watsonville [city],
Santa Cruz County, California.



Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

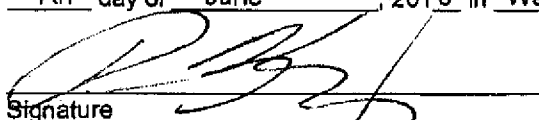
If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions

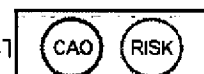
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 7th day of June, 2016 in Watsonville [city], Santa Cruz County, California.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Address of Bidder (include zip code):

GRANITE CONSTRUCTION COMPANY

580 West Beach Street, Watsonville CA 95076

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause



YES



NO

3. Compliance Reports were required to be filed in connection with such contract or subcontract.



YES



NO

4. Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1).



YES



NO



NOT REQUIRED

5. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?



YES

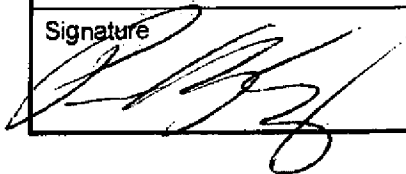


NO

Name and Title of Signer (please type)

Pennington B. Shortes, Area Manager

Signature



Date

June 7, 2016

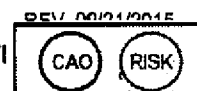
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Monterey 2. Contract DBE Goal: 1%
 3. Project Description: Citywide ADA Ramps and Street Reconstruction, Phase 2
 4. Project Location: Monterey, California
 5. Bidder's Name: GRANITE CONSTRUCTION COMPANY 6. Prime Certified DBE: ☐ 7. Bid Amount: 1,821,782.-
 8. Total Dollar Amount for ALL Subcontractors: 313,000.- 9. Total Number of ALL Subcontractors: 7

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
16, 17, 24, 25, + 27	AC Milling	5270	ABSL - Hayward CA (510) 727-0900	\$30,000
	See Attached Quote			
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			15. TOTAL CLAIMED DBE PARTICIPATION \$30,000 1.5%	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
25. Local Agency Representative's Signature _____ 27. Local Agency Representative's Name _____ 29. Local Agency Representative's Title _____		26. Date _____ 28. Phone _____	16. Preparer's Signature <u>Pennington B. Shortes</u> June 7, 2016 18. Preparer's Name <u>Area Manager</u> (831) 763-6100 20. Preparer's Title _____	

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



ABSL Construction**DIR Registration No. 1000002818**29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912Contractors License A 621781
SMBE & DBE Certification CT-006270**Bid Quotation
AC Grinding**

Project Name: Citywide ADA Ramps and Street Reconstruction
 Project Number: N/A
 Bid Date: 06/07/2016
 Location: Monterey, Monterey County, CA

BID**Daily Minimum Charge \$3200.00**

This price is for a 48" inch cold planer machine, **Wirtgen W 1200 F**. Up to 10 inches depth.
 \$100.00 additional for night work. \$450.00 per hour overtime. \$400.00 additional for
 Saturday work. \$800.00 additional for Sunday work.

Daily Minimum Charge \$4300.00

This price is for an 80" inch cold planer machine, **Wirtgen W 2000**. Up to 12 inches depth.
 \$200.00 additional for night work. \$550.00 per hour overtime. \$500.00 additional for
 Saturday work. \$1000.00 additional for Sunday work.

Daily Minimum Charge \$4800.00

This price is for a high horsepower 80" inch cold planer machine, **Wirtgen W 210**. Up to
 12 inches depth. \$200.00 additional for night work. \$800.00 per hour overtime. \$500.00
 additional for Saturday work. \$1000.00 additional for Sunday work.

Mobilization Included

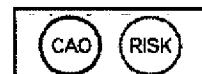
Items 16, 17, 24, 25, 27

AC Milling

5 shifts x \$4,300 = 21,500

+ 550/hr overtime x 15 hours

Agreement #: Ag-5621 - Page 398 of 418 \$30,000



ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 821781
MBE & DBE Certification CT-005270

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's daily rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charge to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

Daryl Vorne

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

GRINDING JOB AGREEMENT

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- 1) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 2) Modification to the work may require a change in the quote.
- 3) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 4) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- 5) All teeth over one complete set will be charge to the contractor.
- 6) Prices are good for 30 days from the date of this proposal, after that date the prices are subject to adjustment.
- 7) In the event there is an increase in the cost of fuel of more than \$0.50 per gallon during the performance of this contract, ABSL will be entitled to a \$75.00 per day fuel surcharge. The base cost of fuel shall be established on the bid date of the contract by reference to the Weekly Retail On-Highway Diesel Prices for California, as published by the U.S. Department of Energy on its web site at www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp.
- 8) If ABSL cannot proceed with its work as scheduled due to others, standby time will be charged at the following rate: \$425.00 per hour.
- 9) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 10) This proposal to be attached and made part of any and all resulting contracts.
- 11) The above price does not include permits, fees, bonding, state or local taxes.
- 12) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 13) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence for backcharges.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

Daryl Vorne

Back To Query Form**Search Returned 1 Records**

Tue Jun 07 12:24:32 PDT 2016

Query Criteria

Firm/DBA Name: A B S L

Firm Type: DBE

Firm ID	5270
Firm/DBA Name	A B S L CONSTRUCTION
Address Line1	29393 PACIFIC ST
Address Line2	
City	HAYWARD
State	CA
Zip Code1	94544
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	Daryl@abslconstruction.com
Contact Name	LUIS M. ALLENDE
Area Code	(510)
Phone Number	727-0900
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(510)
Fax Phone Number	727-0910
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	237310; 238110; 238120; 238910;

ACDBE NAICS**Work Codes**

C1201 TRAFFIC CONTROL SYSTEM; C1522 RESET, ADJUST ROADWAY ITEMS; C1531 PLANE ASPHALT CONCRETE; C1601 CLEARING & GRUBBING; C1901 ROADWAY EXCAVATION; C1910 GRADING; C1920 STRUCTURE EXCAVATION; C1930 STRUCTURE BACKFILL; C1940 DITCHES EXCAVATION; C4201 GROOVE & GRIND PAVEMENT; C5105 MINOR CONCRETE STRUCTURE; C5124 ERECT PRECAST CONCRETE; C5135 CONCRETE BLOCK & MASONRY RETAINING WALL; C5501 STEEL STRUCTURES; C5570 STEEL CRIB WALL; C9980 DEMOLITION;

A General Engineering Contractor; B General Building Contractor;

Licenses**Trucks****Gender**

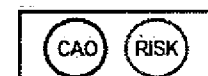
M

Ethnicity

HISPANIC

Firm Type

DBE

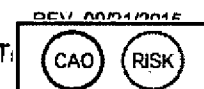
[Back To Query Form](#)

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



- N/A -

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
6. Federal Department/Agency: Congressional District, if known: 4c			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bidders above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

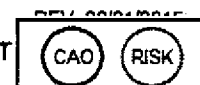
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

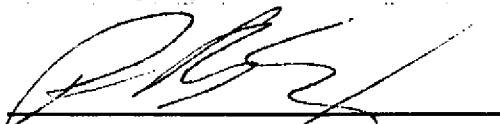


Section 3 Compliance Statement**Monterey Citywide ADA and Street Reconstruction Project, Phase 2****Bid Date: June 7, 2016**

Granite Construction Company (Granite) is signatory to hiring agreements with the Laborers, Teamsters, Carpenters, and Masons unions covering the work under this contract. Therefore, our hiring practices are restricted to availability at the local union hall, and Granite has no knowledge of any craft employee's income status. Employee availability to Granite often changes on a daily basis, factoring in seniority at the union, and an employee's availability to Granite at the time the work is taking place.

However, Granite can take the following steps to comply with the Section 3 requirements of this contract:

- Notify applicable union halls of the Section 3 requirements of the contract
- Contact the Public Housing Administration of Monterey (123 Rico Street, Salinas CA / Tel: 831-775-5000, Fax: 831-424-9153) for assistance, and post project notices and notices of any hiring opportunities in applicable low-income housing locations
- Include Section 3 Clause/HUD Form 4010 as part of any subcontracts entered into for this project
- Maintain payroll records and comply with any requests for information or reviews by the City of Monterey or HUD

GRANITE CONSTRUCTION COMPANY
Pennington B. Shortes, Area Manager

PERFORMANCE BONDBOND NO. 82447192PREMIUM: \$4,008.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and Granite Construction Company (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project Citywide ADA Ramps and is hereby referred to and made a part hereof; and Street Reconstruction, Phase 2

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and Federal Insurance Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of One Million Eight Hundred Twenty-One Thousand* (\$1,821,782.00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

*Seven Hundred Eighty-Two Dollars and Zero Cents

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

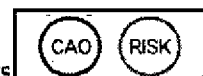
Granite Construction Company

By [Signature]
PRINCIPAL Jigisha Desai, Vice President



Federal Insurance Company

By: [Signature]
ATTORNEY-IN-FACT Ashley Stinson



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On June 29, 2016 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

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

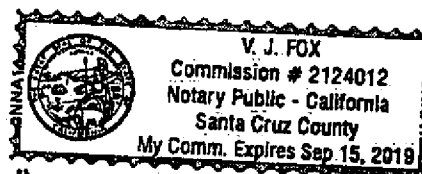
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public

(Seal)



PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: 82447192

KNOW ALL MEN BY THESE PRESENTS, That we, Granite Construction Company Principal, and Federal Insurance Company, incorporated under the laws of the State of Indiana and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 1181 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of One Million Eight Hundred* (\$ \$1,821,782.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

*Twenty-One Thousand Seven Hundred Eighty-Two Dollars and Zero Cents

The Condition of the foregoing obligation is such that; whereas the above bounden Principal has entered into a contract, dated _____, with the City of Monterey to do the following work, to-wit: Citywide ADA Ramps and Street Reconstruction, Phase 2

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to vie a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 3247-3252 inclusive, and all amendments thereto.

Signed and sealed this 29th day of June, 2016.

Granite Construction Company

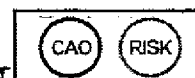
BY _____

Jigisha Desai, Vice President

Federal Insurance Company

BY _____

ATTORNEY-IN-FACT Ashley Stinson



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

ACKNOWLEDGMENT

State of California

County of Santa Cruz

On June 29, 2016 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

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

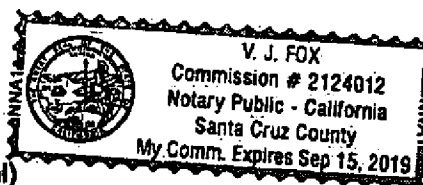
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

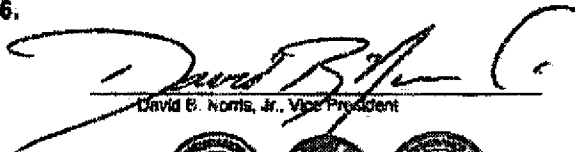
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Kathleen Schreckengost,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

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **April, 2016**.



Dawn M. Chioros, Assistant Secretary



David B. Norris, Jr., Vice President



STATE OF NEW JERSEY ss.

County of Somerset

On this **19th** day of **April, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318688
Commission Expires July 16, 2018



Notary Public

CERTIFICATION

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

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

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

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

Given under my hand and seals of said Companies at Warren, NJ this **June 29, 2016**





Dawn M. Chioros, Assistant Secretary

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



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

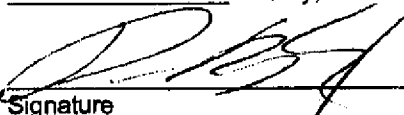
I am the Area Manager of GRANITE CONSTRUCTION COMPANY, the party making the foregoing bid.

Bidder hereby certifies(s) he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her.

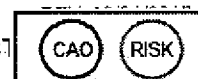
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 7th day of June, 2016 in Watsonville [city],
Santa Cruz County, California.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

No exceptions

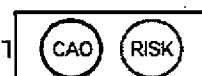
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 7th day of June, 2016 in Watsonville [city], Santa Cruz County, California.

Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant - City of Monterey
Davis Bacon and Related Acts (DBRA)**

Project Name: Citywide ADA Ramps and Street Reconstruction, Phase 2 Project Number: 35c1553,35c1555,35n1619,41c1551,41c1650,35c1428

1. The undersigned, having executed a contract with City of Monterey
(Agency Name)
for Citywide ADA Ramps and Street Reconstruction, Phase 2 in the amount of \$ (\$1,821,782.00)
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.

- (a) The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):

☐ A Single Proprietorship

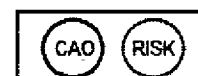
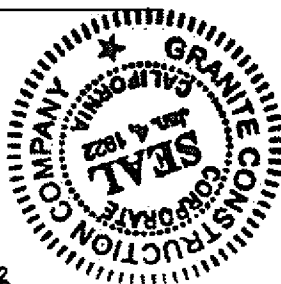
☐ A Partnership

☒ A Corporation Organized in the State ☐ Other - Describe: _____

By: 
Signature Jagdish Desai, Vice President

June 29, 2016

Date



Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

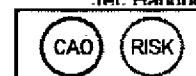
3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

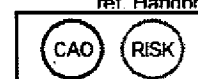
(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

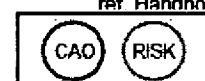
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

