

PUBLIC WORKS CONTRACT (Formal Bid)

Citywide Street Resurfacing (Slurry), Phase 3 Project (35c1553)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 6 day of September 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 Street Resurfacing (Slurry), Phase 3 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 July 12, 2016, for the Grand Total Bid (Total Base Bid Items 1 through 37, Plus Alternate A Items A1 through A19, Plus Alternate B Items B1 through B6, Plus Alternate C Item C1) in an amount **not to exceed One Million, Seven Hundred and Seventy Six Thousand, Two Hundred and Fifty Nine dollars (\$1,776,259.00)** 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) 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 August 16, 2016 by Resolution 16-149 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification

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

ATTEST:

By: 
City Clerk

CITY OF MONTEREY:

By: 
City Manager, or his designee

GRANITE CONSTRUCTION
COMPANY:

By: 
Authorized Signatory
Jigisha Desai, Vice President



PUBLIC WORKS CONTRACT (Formal Bid)

Citywide Street Resurfacing (Slurry), Phase 3 Project (35c1553)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 6 day of September, 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 Street Resurfacing (Slurry), Phase 3 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 July 12, 2016, for the Grand Total Bid (Total Base Bid Items 1 through 37, Plus Alternate A Items A1 through A19, Plus Alternate B Items B1 through B6, Plus Alternate C Item C1) in an amount not to exceed **One Million, Seven Hundred and Seventy Six Thousand, Two Hundred and Fifty Nine dollars (\$1,776,259.00)** 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) 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 August 16, 2016 by Resolution 16-149 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification

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

ATTEST:

By: 

City Clerk

CITY OF MONTEREY:

By: 

City Manager, or his designee

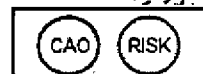
GRANITE CONSTRUCTION
COMPANY:

By: 

Authorized Signatory
Jigisha Desai, Vice President

T00012-CA (v. 2.2 - 0/18/2015)

Agreement #: Ag-5780.- Page 1 of 173






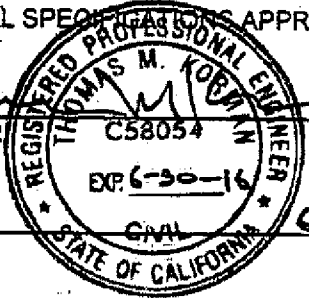
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS
FOR
CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
35C1553



FORMAL BID

This is a Capital Improvement Project Funded by Measure P

TECHNICAL SPECIFICATIONS APPROVED BY:

ENGINEER  
DATE: 6-9-2016

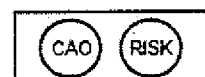
APPROVED FOR CONSTRUCTION

 
CITY ENGINEER
DATE: 6-9-16

Master Specification Revision: 05/31/2016

Project Specification Revision: 06/03/2016

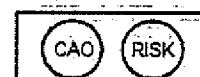
(THIS PAGE INTENTIONALLY LEFT BLANK)



**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

TABLE OF CONTENTS

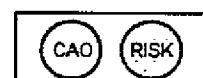
PART I: NOTICE TO CONTRACTORS	1
SPECIFICATIONS AND BID FORMS	1
PRE-BID CONFERENCE	1
PREVAILING WAGES	1
BID BOND	2
BID VALIDITY	2
RESPONSIBLE BIDDER	2
BID REJECTION	3
UNBALANCED BID	3
BIDDER PROTEST	3
INTERPRETATION OF SPECIFICATIONS	3
DEFINITIONS	4
PART II: PROPOSAL	1
BASE BID SCHEDULE	1
ALTERNATE A - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS	2
ALTERNATE B - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS	3
ALTERNATE C - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS	4
BASE BID ITEM DESCRIPTIONS	5
ALTERNATE A - BID ITEM DESCRIPTIONS	7
ALTERNATE B - BID ITEM DESCRIPTIONS	9
ALTERNATE C - BID ITEM DESCRIPTIONS	10
ANCILLARY ITEMS	10
LUMP SUM PRICE BREAKDOWN	10
BID CLARIFICATION	10
DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS	12
ACKNOWLEDGEMENT OF ADDENDA	13
BIDDER'S STATEMENT OF QUALIFICATIONS	14
SUBCONTRACTOR'S LIST	15
NONCOLLUSION DECLARATION	16
DEBARMENT AND SUSPENSION CERTIFICATION	17
BID BOND	18
CERTIFICATION OF WORKERS' COMPENSATION INSURANCE	20
PART III: GENERAL PROVISIONS	1
BIDDING	1
CONTRACT AWARD AND EXECUTION	1



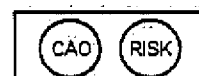
SAMPLE PUBLIC WORKS CONTRACT	2
PERFORMANCE BOND	3
PAYMENT (LABOR AND MATERIALS) BOND	4
SCOPE OF WORK	6
CONTROL OF WORK	6
CONTROL OF MATERIALS	9
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	11
PROSECUTION AND PROGRESS	16
PAYMENT	17
PART IV: SPECIAL PROVISIONS	1
GENERAL	1
PLANS AND SPECIFICATIONS	1
CONTRACT BONDS	1
TIME LIMITS	2
LICENSES AND PERMITS	2
SITE INSPECTION	3
SUBMITTALS	3
CONSTRUCTION SURVEYS	4
PROTECTION OF PRIVATE PROPERTY	4
CONSTRUCTION QUALITY CONTROL	4
GUARANTEE	6
REGULATIONS	6
PUBLIC SAFETY AND PROTECTION OF THE WORK	7
INDEMNIFICATION AND HOLD HARMLESS	7
INSURANCE	7
LIQUIDATED DAMAGES	9
CONSTRUCTION PROCEDURE	10
TRAFFIC CONTROL	10
REMOVAL OF OBSTRUCTIONS	13
UNDERGROUND UTILITIES	13
UTILITY COMPANY COORDINATION	13
CONTRACT PLANS AND SPECIFICATIONS	13
DUST CONTROL	13
CONNECTION TO EXISTING UTILITIES	13
SANITARY FACILITIES	14
INSPECTION OF WORK	14
RECORD DRAWINGS	14
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS	14
TREE PROTECTION REQUIREMENTS	17
TECHNICAL SPECIFICATIONS	19



HOT MIXED ASPHALT MILL GRIND AND REPLACE (6" THICK)	19
DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT	20
PRE-RESURFACING OPERATION.....	20
ADJUSTMENTS TO GRADE	20
PAVEMENT TRAFFIC LINES, MARKINGS AND MARKERS REMOVAL.....	21
CRACK SEALING.....	21
TYPE II and III SLURRY SEAL	22
PAVEMENT TRAFFIC LINES (THERMOPLASTIC).....	23
PAVEMENT MARKERS	24
RECORD DRAWINGS	24
PAVEMENT TRAFFIC LINES AND MARKINGS (PAINT)	24
PAVEMENT MARKING, METHYL METHACRYLATE	26
APPENDIX A: BID PROPOSAL FORMS	1
APPENDIX B: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) GATE ACCESS PROCEDURES	1



(THIS PAGE INTENTIONALLY LEFT BLANK)



**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., Tuesday, July 12, 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 Street Resurfacing (Slurry), Phase 3** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, pavement spot repair of approximately 150,000 SF, crack sealing, placing of approximately 1.0 M SF of slurry seal, associated striping removal and replacement, refreshing of existing painted street markings, traffic control and installation of necessary environmental pollution prevention requirements on various streets in the City of Monterey.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class C12 or Class A Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

SPECIFICATIONS AND BID FORMS

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

PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for June 23, 2016 at 11:00 AM at 353 Camino El Estero, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section



1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

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

BID BOND

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

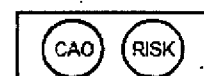
BID VALIDITY

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

RESPONSIBLE BIDDER

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

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and



- f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
 3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
 4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

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

UNBALANCED BID

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

BIDDER PROTEST

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

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager, Thomas Korman, P.E., 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.

**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

CITY OF MONTEREY

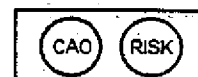
PART II: PROPOSAL

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:

BASE BID SCHEDULE

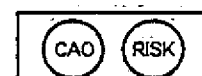
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	130,000	SF		
5	Remove, Replace, and Adjust Water Valve Box to Grade	23	EA		
6	Remove, Replace, and Adjust Monument Well to Grade	1	EA		
7	Remove, Replace, and Adjust Monument Cleanout Box to Grade	4	EA		
8	Manhole Adjustment to Grade	5	EA		
9	Crack Sealing	1	LS		
10	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
11	Type II Slurry Seal	955,000	SF		
12	Type III Slurry Seal	15,000	SF		
13	Post Sweep	1	LS		
14	Detail 2 Traffic Line, Thermo	1,500	LF		
15	Detail 4 Traffic Line, Thermo	5500	LF		
16	Detail 12 Traffic Line, Thermo	125	LF		
17	Detail 22 Traffic Line, Thermo	3,800	LF		
18	Detail 23 Traffic Line, Thermo	600	LF		



19	Detail 27B Traffic Line, Thermo	5,000	LF		
20	Detail 27C Traffic Line, Thermo	350	LF		
21	Detail 38 Traffic Line, Thermo	250	LF		
22	Detail 39 Bike Ln 6"WH Traffic Line, Thermo	1,500	LF		
23	Detail 39A BikeSkip 6" WH Traffic Line, Thermo	250	LF		
24	Limit Line 12" wide (Paint, White)	750	SF		
25	Legend "STOP" (Paint, White)	950	SF		
26	ZEBRA XWALK (Paint, White)	5,500	SF		
27	ZEBRA XWALK (Paint, Yellow)	750	SF		
28	4" Parking Stall Line (Paint, White)	325	SF		
29	4" Parking Tees (Paint, White)	100	SF		
30	Legend "BIKE" (Paint, White)	10	SF		
31	Legend "LANE" (Paint, White)	50	SF		
32	Arrow TYPE I (Paint, White)	125	SF		
33	Arrow TYPE IV (L/R) (Paint, White)	175	SF		
34	Bike Lane Path (MMA, Green)	2500	SF		
35	Pavement Marker, Type BB (Blue)	68	EA		
36	Refresh Pavement Markings	1,500	SF		
TOTAL BASE BID (ITEMS 1 THROUGH 36) (In Words)					(In Figures)
_____					\$

ALTERNATE A - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
A1	Mobilization and Demobilization	1	LS		
A2	Storm Water Compliance	1	LS		
A3	Traffic Control	1	LS		
A4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	2,500	SF		
A5	Crack Sealing	1	LS		



A6	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
A7	Type III Slurry Seal	80,100	SF		
A8	Post Sweep	1	LS		
A9	Limit Line 12" wide (Paint, White)	245	SF		
A10	Legend "STOP" (Paint, White)	44	SF		
A11	ZEBRA XWALK (Paint, White)	700	SF		
A12	4" Parking Tees (Paint, White)	75	SF		
A13	"ISA" LEGEND (Paint, Blue & White)	138	SF		
A14	Arrow TYPE IV (L/R) (Paint, White)	105	SF		
A15	Curb (Paint, Blue)	120	SF		
A16	Curb (Paint, Red)	935	SF		
A17	Curb (Paint, Yellow)	140	SF		
A18	Curb (Paint, Green)	160	SF		
A19	Pavement Marker, Type BB (Blue)	8	EA		
TOTAL ALTERNATIVE A BID (ITEMS A1 THROUGH A19) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE B - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
B1	Crack Sealing	1	LS		
B2	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
B3	Type III Slurry Seal	31,700	SF		
B4	Post Sweep	1	LS		
B5	"ISA" LEGEND (Paint, Blue & White)	23	SF		
B6	4" Parking Tees (Paint, White)	200	SF		
TOTAL ALTERNATIVE B BID (ITEMS B1 THROUGH B6) (In Words) <hr/> <hr/>					(In Figures) \$

--	--

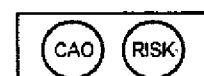
ALTERNATE C - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
C1	4" Parking Stall Line (Paint, White)	2,000	SF		
TOTAL ALTERNATE C BID (ITEMS C1) (In Words)					(In Figures)
					\$

GRAND TOTAL BID (BASE BID PLUS ALTERNATE A, PLUS ALTERNATE B, PLUS ALTERNATE C) (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 Bid (Total Base Bid (Items 1 through 36), plus Alternate A (Items A1 through A19), plus Alternate B (Items B1 through B6), plus Alternate C (Items C1).



BASE BID ITEM DESCRIPTIONS

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

1. Mobilization and Demobilization

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

2. Storm Water Compliance

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

3. Traffic Control

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

4. Hot Mix Asphalt Mill Grind and Replace (6" 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 grinding existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 6" thick HMA complete, in place, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

5. 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.



6. 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.

7. Remove, Replace, and Adjust Monument Cleanout 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 1.) existing valve cover, protect the cleanout during construction, shorten or extend the riser as appropriate, furnish and install new cleanout 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.

8. 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.

9. Crack Sealing

Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be crack sealed prior to application of slurry seal including cut line from the spot repair. The lump sum price for crack sealing shall include labor, material and equipment and other miscellaneous cost necessary for the completion of crack sealing. Also, included is traffic control necessary for this work.

10. 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.

11. Type II Slurry Seal

Measurement for these items shall be on a square foot (SF) basis for each respective type of slurry seal. The contract unit price paid per square foot for Slurry Seal shall include full compensation for furnishing all labor, materials and equipment involved in the application of slurry seal complete in place. Work shall include application of slurry seal, traffic control, signage, and as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Also included are notifying property owners cleaning-up, installing and removing plastic from all utility covers and protecting the slurry sealed road until it has set. Cleaning of slurry on adjacent areas due to vehicles, bicycles and pedestrian tracking shall be included. All traffic control necessary for slurry application shall be included.

12. Type III Slurry Seal

Measurement for these items shall be on a square foot (SF) basis for each respective type of slurry seal. The contract unit price paid per square foot for Slurry Seal shall include full compensation for furnishing all labor, materials and equipment involved in the application of slurry seal complete in place. Work shall include application of slurry seal, traffic control, signage, and as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Also included are notifying property owners cleaning-

up, installing and removing plastic from all utility covers and protecting the slurry sealed road until it has set. Cleaning of slurry on adjacent areas due to vehicles, bicycles and pedestrian tracking shall be included. All traffic control necessary for slurry application shall be included.

13. Post Sweep

Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be swept prior to installation of Traffic Lines, Pavement Markings, and Pavement Markers. The lump sum price for post sweeping shall include labor, material and equipment and other miscellaneous cost necessary for the completion of post sweeping. Also, included is traffic control necessary for this work.

14 through 23. Thermoplastic Traffic Lines, various details

Measurement for these items shall be on a lineal foot (LF) basis. CITY streets to be re-stripped under this item are shown on "Striping/marketing and marker inventory" on the Plans. The unit price per lineal foot for the corresponding Traffic line Detail number shall include full compensation for installing pavement markers and thermoplastic striping for a complete in place detail traffic lines per Caltrans Standard Plans. All traffic control necessary for striping installation shall be included.

24 thru 34. Pavement Markings, Paint (various)

Measurement for this item shall be on a square foot (SF) basis. CITY streets designated resurfacing as shown on the "Striping/marketing and marker inventory" on the plans. The unit price for paint pavement markings shall include full compensation for the installation of pavement arrows, symbols, numerals, words (legend), Crosswalks, and limit lines (stop bars) and parking tees following completion of the slurry seal. All traffic control necessary for installation shall be included.

35. Pavement Marker, Type BB (Blue)

Measurement for this item shall be on unit price (EA) basis, per each marker. CITY streets designated to receive markers under this item are as shown on "striping/marketing and marker inventory" on the plans. The unit price for pavement marker installation shall include full compensation for installing markers complete in place following completion of the slurry seal operations. All traffic control necessary for marker installation shall be included.

36. Refresh Pavement Markings

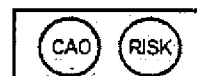
Measurement for this item shall be on square foot (SF) basis for each respective location. Painted pavement markings at the non-resurfaced legs of the resurfaced intersection shall be refreshed for all CITY streets designated for resurfacing as shown on the plans. Striping/marketing and marker inventory is as shown on the plans. The unit price for refreshing pavement markings includes full compensation for applying one coat of paint to existing pavement markings as shown on the plan and as directed by the Engineer.

ALTERNATE A - BID ITEM DESCRIPTIONS

This section covers details of individual items of the Alternate A - 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.

A1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control



Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any. Lastly, this bid item includes the additional cost to the contractor to gain approval for the Naval Support Activity Monterey (NASM) campus.

A2. Storm Water Compliance

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

A3. 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.

A4. Hot Mix Asphalt Mill Grind and Replace (6" 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 grinding existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 6" thick HMA complete, in place, as shown on the plans, and as specified in the these specifications, and as directed by the Engineer.

A5. Crack Sealing

Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be crack sealed prior to application of slurry seal including cut line from the spot repair. The lump sum price for crack sealing shall include labor, material and equipment and other miscellaneous cost necessary for the completion of crack sealing. Also, included is traffic control necessary for this work.

A6. 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.

A7. Type III Slurry Seal

Measurement for these items shall be on a square foot (SF) basis for each respective type of slurry seal. The contract unit price paid per square foot for Slurry Seal shall include full compensation for furnishing all labor, materials and equipment involved in the application of slurry seal complete in place. Work shall include application of slurry seal, traffic control, signage, and as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Also included are notifying property owners cleaning-up, installing and removing plastic from all utility covers and protecting



the slurry sealed road until it has set. Cleaning of slurry on adjacent areas due to vehicles, bicycles and pedestrian tracking shall be included. All traffic control necessary for slurry application shall be included.

A8. Post Sweep

Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be swept prior to installation of Traffic Lines, Pavement Markings, and Pavement Markers. The lump sum price for post sweeping shall include labor, material and equipment and other miscellaneous cost necessary for the completion of post sweeping. Also, included is traffic control necessary for this work.

A9 through A18. Pavement Markings, Paint (various)

Measurement for this item shall be on a square foot (SF) basis. Streets designated resurfacing as shown on the "Striping/markings and marker inventory" on the plans. The unit price for paint pavement markings shall include full compensation for the installation of pavement arrows, symbols, numerals, words (legend), Crosswalks, and limit lines (stop bars) and parking tees following completion of the slurry seal. All traffic control necessary for installation shall be included.

A19. Pavement Marker, Type BB (Blue)

Measurement for this item shall be on unit price (EA) basis, per each marker. CITY streets designated to receive markers under this item are as shown on "striping/markings and marker inventory" on the plans. The unit price for pavement marker installation shall include full compensation for installing markers complete in place following completion of the slurry seal operations. All traffic control necessary for marker installation shall be included.

ALTERNATE B - BID ITEM DESCRIPTIONS

This section covers details of individual items of the Alternate B - 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.

B1. Crack Sealing

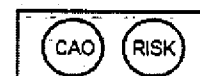
Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be crack sealed prior to application of slurry seal including cut line from the spot repair. The lump sum price for crack sealing shall include labor, material and equipment and other miscellaneous cost necessary for the completion of crack sealing. Also, included is traffic control necessary for this work.

B2. 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.

B3. Type III Slurry Seal

Measurement for these items shall be on a square foot (SF) basis for each respective type of slurry seal. The contract unit price paid per square foot for Slurry Seal shall include full compensation for furnishing all labor, materials and equipment involved in the application of slurry seal complete in place. Work shall include application of slurry seal, traffic control, signage, and as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Also included are notifying property owners cleaning-up, installing and removing plastic from all utility covers and protecting the slurry sealed road until it has set. Cleaning of slurry on adjacent areas due to vehicles, bicycles and



pedestrian tracking shall be included. All traffic control necessary for slurry application shall be included.

B4. Post Sweep

Measurement for this item shall be on a lump sum (LS) basis. All CITY streets designated for slurry sealing as shown on the plans shall be swept prior to installation of Traffic Lines, Pavement Markings, and Pavement Markers. The lump sum price for post sweeping shall include labor, material and equipment and other miscellaneous cost necessary for the completion of post sweeping. Also, included is traffic control necessary for this work.

B5 through B6. Pavement Markings, Paint (various)

Measurement for this item shall be on a square foot (SF) basis. CITY streets designated resurfacing as shown on the "Striping/markings and marker inventory" on the plans. The unit price for paint pavement markings shall include full compensation for the installation of pavement arrows, symbols, numerals, words (legend), Crosswalks, and limit lines (stop bars) and parking tees following completion of the slurry seal. All traffic control necessary for installation shall be included.

ALTERNATE C - BID ITEM DESCRIPTIONS

This section covers details of individual items of the Alternate C - 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.

C1. Pavement Markings, Paint (various)

Measurement for this item shall be on a square foot (SF) basis. Streets designated resurfacing as shown on the "Striping/markings and marker inventory" on the plans. The unit price for paint pavement markings shall include full compensation for the installation of pavement arrows, symbols, numerals, words (legend), Crosswalks, and limit lines (stop bars) and parking tees following completion of the slurry seal. All traffic control necessary for installation shall be included.

ANCILLARY ITEMS

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

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

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

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

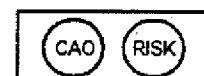
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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

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

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

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid.



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.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

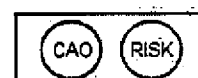
Email: _____

(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

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.

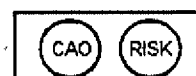
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

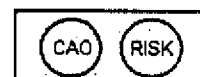
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



BID BOND
(To be Submitted with Bid)

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 Street Resurfacing (Slurry), Phase 3 (35C1553)**

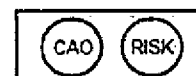
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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.

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

_____ (Surety Name)	
By:	_____ (Signature of Attorney-In-Fact for Surety)
	_____ (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	
_____ (Contact Name)	
_____ (Street Address)	
_____ (City, State & Zip Code)	
() _____ Telephone	() _____ Fax
_____ (Email address)	

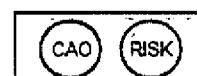
I, _____ the _____ of _____
(Name) (Title)

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

- 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."

(Contractor Name)

By: _____
(Signature)



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

BIDDING**JOB SITE AND DOCUMENT EXAMINATION**

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

BID DOCUMENT COMPLETION

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

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

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

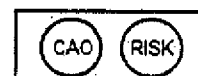
CONTRACT AWARD AND EXECUTION**CONTRACT AWARD**

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

CONTRACT EXECUTION

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

1. Award of the contract by the City Council,
2. 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 Street Resurfacing (Slurry), Phase 3 (35c1553)**

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 Street Resurfacing (Slurry Seal), Phase 3.** 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) 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 [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	D. Payment Bond (Labor and Materials)
B. Accepted Proposal	E. Non-Collusion Declaration
C. Performance Bond	F. Debarment and Suspension Certification

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

ATTEST:

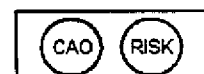
CITY OF MONTEREY:

[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.

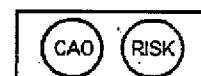
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of 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/WOMEN BY THESE PRESENT that we, _____ as Principal (also referred to herein as "CONTRACTOR"), and _____ as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of _____ Dollars (\$_____), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the **ON-CALL ELECTRICAL CONTRACTOR 2016**, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated _____, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

_____ day of _____, 20____.

Surety

Principal

By: _____

By: _____

Print Name

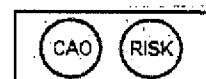
Print Name/Title

Address

()
Telephone Number

()
FAX Telephone Number

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



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.

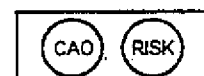
The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the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

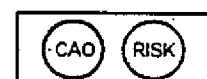
EMPLOYEES

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.

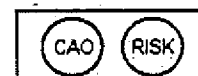
QUALITY

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



LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

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

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

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

NONDISCRIMINATION

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

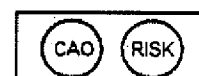
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor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

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

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

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



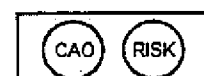
WAGES

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

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

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

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that



employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

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

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, 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>.

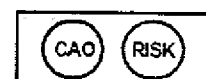
The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations 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.

CERTIFIED PAYROLL RECORDS

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



APPRENTICES

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

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amerided 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.

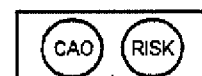
EXCAVATION SAFETY

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 re-let the work or any part thereof.

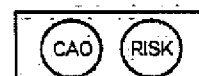
Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such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

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

SUSPENSIONS AND DELAYS

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

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



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

RIGHTS OF WAY

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

PAYMENT

GENERAL

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

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

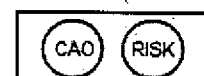
The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the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

PROGRESS PAYMENTS

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

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

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the



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

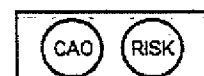
The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions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

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

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

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



**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35c1553)**

PART IV: SPECIAL PROVISIONS

GENERAL

In general, the work consists of, but is not limited to, pavement spot repair of approximately 46,000 SF, crack sealing, placing of approximately 1.8 M SF of slurry seal, associated striping removal and replacement, refreshing of existing painted street markings, traffic control and installation of necessary environmental pollution prevention requirements on various streets in the City of Monterey.

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.

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 be required to submit additional performance and payment bonds for project work orders more than one-hundred thousand dollars (\$100,000). Additional bonds shall be submitted within fourteen (14) calendar days after the execution of such work orders. Additional bonds shall be paid as percent of cost as described in Part II of these Specifications.

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 **60 working days** from the effective date of the Notice to Proceed.

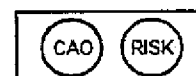
LICENSES AND PERMITS

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).

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

SITE INSPECTION

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

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

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

SUBMITTALS

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

Submittal Format:

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



Submittal Content and Product Data:

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

CONSTRUCTION SURVEYS

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

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.

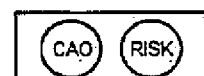
CONSTRUCTION QUALITY CONTROL**Definitions**

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

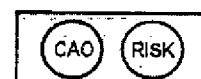
Quality Control Plans and Procedures

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
 - Trench backfill and bedding
 - Fill Material (if applicable)
 - b. Materials and Materials Certification:
 - Aggregate Base
 - Hot Mix Asphalt/Asphalt Concrete
 - Concrete
 - Catch Basin and Manhole Casting



Trench backfill material
Slurry backfill

c. Daily Reports

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

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

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

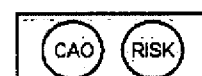
GUARANTEE

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

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.

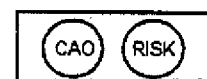
INSURANCE

Contractor shall procure and maintain for the duration of the contract, *and for 1 year 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.

If the contractor maintains **broader 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.**

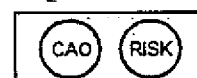
OTHER INSURANCE PROVISIONS

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 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

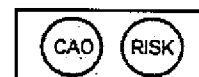
Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (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 (twelve-hundred)** 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. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. 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.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. 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.

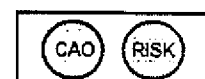
A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum 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.

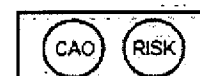
Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer 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.

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.

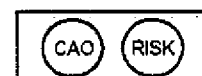
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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;

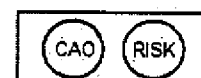


- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily 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;



- o Disturbed areas of the construction site,
- o Areas that have not been finally stabilized,
- o Areas used for storage of materials that are exposed to wind or precipitation,
- o Equipment and staging areas that are exposed to wind or precipitation; and,
- o All waste storage and handling devices and areas.

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

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

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

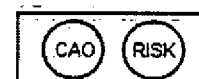
monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

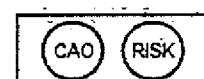
The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

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 STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

TECHNICAL SPECIFICATIONS

HOT MIXED ASPHALT MILL GRIND AND REPLACE (6" THICK)

Contractor shall complete pavement spot repairs shown on the plans and as directed by the Engineer. Spot repair shall include removal of 6" thick deteriorated pavement and placement of 6" thick hot mix asphalt (HMA). Deteriorated pavement shall be removed by grinding or by convention saw cutting and removal of pavement. Grinding joints shall be sawcut to a minimum of 1" deep to provide a straight neat edges. Grindings and pavement removed becomes the property of the Contractor and shall be recycled or disposed properly.

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, and no additional payment will be made therefore. Slurry produced from sawcutting shall be vacuumed and properly disposed.

Asphalt Concrete pavement shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut depth varies between 3 inches to 6 inches.

No sawcut slurry shall enter the Monterey Bay National Marine Sanctuary.

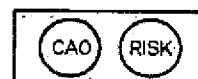
Asphalt concrete shall be used in asphalt paving and includes but is not necessarily limited to the following work:

1. Liquid Asphalt (Prime Coat) and Asphaltic Emulsion (Paint Binder) shall be included as part of this item.
2. Prime Coat shall conform to Section 39-4.1 and Section 93 of the Standard Specifications and shall be Grade SC-70.
3. Asphalt Emulsion (Paint Binder) shall conform to Section 39-4 and Section 94 of the Standard Specifications and shall be SS-1 with 60% with water.
4. Asphalt Concrete shall conform to Section 39 of the Standard Specifications and these Special Provisions. Asphaltic concrete for deep lift paving shall be Type A shall be placed at 3" maximum thickness per lift. Aggregate for deep lift paving and base course paving shall conform to 3/4 inch maximum, medium grading as specified in Section 39-2.02 of the Standard Specifications. The asphalt binder shall be PG-64-10 in conformance with Section 92 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

	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/QQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/QQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
HMA Overlay over:			



New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03

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

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 is Sawcutting elsewhere in these specifications.

PRE-RESURFACING OPERATION

The Contractor must provide working drawings showing all existing delineation lines and raised pavement markers (including dimensions of each specific type and reference tie outs for replacement) lane lines, bus lines, centerlines and channelization and off-street parking stalls, utility covers and monument. Contractor shall submit these drawings for review and approval by the Engineer prior to commencing resurfacing or removal of any pavement markings, legends, lines, or raised pavement markers.

Before resurfacing treatment is to be applied in an area, all utility covers and decorative crosswalks shall be protected, by the Contractor, from the Contractor's resurfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed covers or edges of the decorative crosswalks. All traces of plastic and resurfacing shall be removed from all covers or decorative crosswalks within 24 hours after the resurfacing operation.

Prior resurfacing operation, the Contractor shall remove all raised pavement markers and all striping and markings. Thermoplastic traffic striping shall be removed per "Pavement Striping, Markings and Markers Removal" elsewhere in these special provisions. Contractor shall sweep the streets prior to resurfacing operations. Contractor shall control dust with water or dust palliative as directed by the Engineer. Excessive dust due to construction's operation, as determined by the Engineer, shall be prohibited.

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 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.

PAVEMENT TRAFFIC LINES, MARKINGS AND MARKERS REMOVAL

Thermoplastic and painted traffic stripes and markings shall be removed to the fullest extent possible (min. 75% of the area removed, to obtain adherence between the resurfacing and existing pavement) from the pavement by any method that does not materially damage the surface or texture of the pavement or surfacing. Sand or other material deposited on the pavement as a result of removing traffic strips and markings, and any grindings, shall not be allowed to enter storm drain catch basins, and shall be removed as the work progresses. Thermoplastic Traffic stripes and markings shall not be removed more than two (2) days in advance of resurfacing.

Prior to resurfacing operations, existing raised pavement Markers shall be removed by such methods that will cause the least possible damage to the pavement or surfacing and no damage to marked survey points. Any damage to the pavement surfacing or survey points caused by pavement marker removal shall be repaired by the Contractor at his expense by methods acceptable to the Engineer. Raised pavement markers shall not be removed more than two (2) days in advance of resurfacing.

Temporary adhesive day/night raised retro-reflectorized pavement markers shall be installed immediately after striping removal and maintained until the first coat of permanent restriping has been applied per Caltrans Traffic Manual section 5-05.7B. These temporary raised markers shall be spaced approximately 20' apart."

CRACK SEALING

Cracks in the existing asphalt concrete pavement to be slurry sealed shall be prepared and filled with crack sealant in accordance with these special provisions. Joints from the spot repairs shall be crack sealed before resurfacing work.

Cracks in the existing asphalt concrete pavement to be slurry sealed that are 1/4" wide and wider, saw cut joints, utility cover joints and asphalt concrete/ concrete joints (lip) shall be prepared and sealed.

Cracks to be filled and adjacent asphalt concrete pavement shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. Vegetation shall not be removed by the use of chemicals. Cleaning shall be done by air blasting, hardened debris in the cracks shall be removed with metal pick or equipment that can adequately removed the debris without damaging the pavement. Hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of material.

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-3.05E, "Certificate of Compliance," of the Standard Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.



The modified asphalt crack sealant shall be a mixture of paving asphalt and ground rubber or ground rubber and polymer. The gradation of the ground rubber shall be such that 100 percent will pass a 2.36 mm sieve

The modified asphalt crack sealant shall conform to the following requirements:

Test	ASTM Designation	Requirements
Softening Point	D36	82°
Cone Penetration @ 25°C	D3407	30 mm min.
Resilience @ 25°C	D3407	40 percent min.
Flow	D 3407	3 mm max.

The modified asphalt crack sealant material shall be furnished premixed in containers with an inside liner of polyethylene. Packaged material shall not exceed 66 pounds in mass. The modified asphalt crack sealant material shall be capable of being melted and applied to cracks at temperatures below 204°C. When heated, it shall readily penetrate cracks ¼" wide or wider.

Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

TYPE II and III SLURRY SEAL

Slurry Seal shall conform to the provisions of Section 37-3, "Slurry Seal," of the Standard Specifications, these Special Provisions and the directions of the Engineer.

Slurry Seal aggregate shall be Type II or III and shall conform to the provisions of Section 37-3.02B, "Aggregate," of the Standard Specifications.

Asphaltic Emulsion used for Slurry Seal shall be Grade PMCQS-1h cationic (polymer modified), and shall conform to Section 37-3.02(3)(b), or as directed by the Engineer. The percentage of polymer within the asphaltic emulsion shall be between 3 to 3.5%. Polymer shall be neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.

The bidder must supply a notarized certification from the polymer supplier, showing compliance, to the Engineer.

Proportioning and Mixing and Spreading Equipment shall conform to the provisions of Section 37-3.03B and 37-3.03C, respectively, of the Standard Specifications and these Special Provisions. Asphaltic emulsion shall be added at a rate of fifteen percent (15%) by weight of the dry aggregate. The exact rate will be determined by the Engineer.

Placing shall conform to the provisions in Section 37-03D "Placing," of the Standard Specifications and these Special Provisions. Slurry seal shall not be placed when the atmospheric temperature is below 50° F or during unsuitable weather. Any slurry seal placed outside the lines and dimensions shown on the Plans which are not authorized by the Engineer in writing shall not be paid for and shall be at the expense of the Contractor.

Slurry seal shall be spread at a rate 13 pounds of dry aggregate per square yard for Type II slurry and 23 pounds of dry aggregate per square yard for Type III slurry. Weigh or gallonage tags shall be furnished to the Engineer by the Contractor for all materials delivered to the project for Slurry Seal or Cape Seal, including aggregate and asphaltic emulsion.

Streets that received spot repairs shall have a 14 day minimum curing time before resurfacing work.

The Contractor's attention is directed to "Environmental/Pollution Prevention Requirements" elsewhere in these

Special Provisions. The Contractor shall take precautions such that no asphaltic emulsion or screenings are allowed to enter streams and waterways near the project during the course of the work. Aggregate stockpiles shall be located a minimum of 50 feet away from concentrated flows of storm water, drainage courses, and storm drain inlets. All stockpiles shall be protected with a temporary linear sediment barrier prior to the onset of precipitation.

The Contractor shall be responsible for any damage or stains to existing striping and pavement markers, curbs and gutters, and roadways and driveways that occur during the course of this Contract. Stains will be cleaned by the sandblasting, or any other method satisfactory to the Engineer. Damage or stains caused by the Contractor's operations shall be repaired or replaced by the Contractor at his expense and to the satisfaction of the Engineer, and no additional compensation will be allowed therefore.

The Contractor shall conform slurry seal to existing manholes, gas and water valves, monuments, concrete valley gutters and concrete curbs and gutters, and as directed by the Engineer in the field. Slurry seal that is overlapped on manholes, gas and water valves, monuments, concrete valley gutters and concrete curbs and gutters shall be removed at the Contractor's expense, and no additional compensation will be allowed therefore. The Contractor shall immediately remove any excess slurry from the gutters. The Contractor shall not continue to the next street for slurry sealing until all excess slurry is removed to the satisfaction of the Engineer.

Basis for rejection of improperly placing slurry includes, but is not limited to, damage due to rain, striation of surface, "balling" of materials due to quick-set and tracks of unauthorized vehicles, bicycles and pedestrians.

Contractor shall remove and thoroughly clean all excess slurry that is spilled in drain inlets, ditches, curb and gutter or any other location where slurry seal is not called for on the plans or in the specifications. Slurry shall only be placed on designated asphalt concrete paving.

Slurry Seal (Applied to Existing Road Surface):

These Specifications apply to the material requirements of a stable mixture of emulsified asphalt, mineral aggregate, and water, which mixture is intended to be used as a Slurry Seal treatment of existing paved surfaces.

Prior to the slurry seal operation, the Contractor shall remove all raised pavement markers and all striping and markings. Traffic striping and markings shall be removed per "Pavement Striping and Markings" elsewhere in these special provisions. Per CalTrans Traffic Manual, Section 5-05.7 B, Interim Markings, temporary adhesive day/night raised retro-reflectorized pavement markers shall be installed immediately after striping removal and maintained until the first coat of permanent restriping has been applied. These temporary raised markers shall be spaced approximately 20' apart."

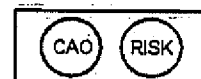
Before slurry seal is to be applied in an area, all utility covers shall be protected, by the Contractor, from the Contractor's slurry seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed covers. All traces of plastic and slurry seal shall be removed from all covers within 24 hours after the application of the slurry seal.

The edges of the limits of the slurry seal application on both sides of the street shall be maintained in a neat and uniform line. The Contractor shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public, and shall employ sufficient personnel to operate all equipment efficiently and skillfully.

Mix Design - At least 7 working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphaltic emulsion proposed in the mix design shall be within the percentage range specified in Section 37-3.03B, "Proportioning" of the Standard Specifications.

PAVEMENT TRAFFIC LINES (THERMOPLASTIC)

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



This work shall consist of application of thermoplastic traffic stripes including glass beads.

Thermoplastic traffic stripes and pavement markings shall be applied in conformance with Section 84-2 of the standard Specifications and manufacturer's instructions. Thermoplastic shall be sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350-400 degrees F per Section 84-2.03C of the Standard Specifications. Apply sprayable thermoplastic at a rate of at least 0.13 lb/ft of 4" wide solid stripe and shall have at least a thickness of 0.040 inch. Glass beads shall be applied and must be embedded in the thermoplastic to a depth of ½ bead diameters. State Specifications for glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819, (916) 227-7000.

Thermoplastic traffic stripes material shall be accompanied by a Certificate of Compliance in accordance with the provisions of Section 84-2.01B of the Standard Specifications. Said certificates shall certify that the thermoplastic material complies with the specifications and that materials manufactured to the same formulation and process has previously passed State testing.

Thermoplastic traffic stripes shall be placed as shown on the Plans and as directed by the Engineer.

PAVEMENT MARKERS

This work shall consist of application of pavement marker.

Raised Pavement Markers - Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications, Chapter 6 of the State of California Traffic Manual, and these Special Provisions. Cat tracking is required before permanent markers are placed as specified elsewhere in these Special Provisions.

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 plans and Standard plans, approved sketches provided by the Contractor or as directed by the Engineer.

Pavement markers shall not be placed on painted surfaces.

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

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

RECORD DRAWINGS

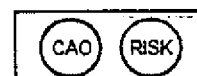
Contractor shall be responsible to record all changes and approved deviations and shall prepare a mark-up print.

A set of marked up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the "As Built" condition of the work must be received before the work is considered complete.

Retention monies shall not be released and a notice of completion shall not be filed until the receipt of an approved set of "As Built" drawings is completed.

PAVEMENT TRAFFIC LINES AND MARKINGS (PAINT)

All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement



Markings" of the Standard Specifications and Standard Plans and the following special provisions.

This work shall consist of application of two coats of paint traffic stripes and pavement markings including glass beads per Section 84-3 of the Standard Specifications. All striping or markings designated for replacement shall be replaced with striping or markings of the same color, unless otherwise shown on the plan or directed by the Engineer. Existing paint striping and markings shall be replaced with paint striping unless otherwise shown on the Plans.

All traffic stripes and pavement marking designated to be replaced with paint striping and markings shall be two coat of 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 day curing time.

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 water borne paint per section 84-3.02 of the Standard Specifications.

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 on both coat of paint at a rate of approximately five (5) pounds per gallon of paint.

Paint application shall be in accordance with Section 84-3.03 of the standard Specifications and these Special Provisions. 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 40° 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 40° F. Water borne paint shall not be heated to a temperature greater than 160° F.

Painted traffic stripes, and markings shall be painted on pavement surfaces by mechanical means with a surface application of glass spheres. A double traffic stripe consisting two 4" wide yellow stripes (Detail 22) shall be separated by a 3" wide black stripe.

Limit line (stop bar) markings and crosswalk markings shall consist of 12" wide stripes or as shown on the plans. All pavement stop word markings, crosswalk markings and limit line (stop bar) markings will be replaced at the affected intersections of the resurfaced street section. All pavement stop word markings, crosswalk markings and limit line (stop bar) markings on the adjacent leg of the resurfaced street will be refreshed.

Traffic stripes, markings and parking stall markings shall be repainted as they presently exist and/or as detailed herein. Contractor shall furnish to the Engineer two flagmen at Contractor's expense to assist in inspecting the traffic striping layout.

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

Cat tracking shall consist of placing spots of paint not more than 3" in width and not more than 5' apart. Paint for cat tracks shall be the same as that used for the traffic stripe for which it is placed. Temporary adhesive type cat tracking may be used upon approval of the Engineer but must be removed (excluding base) by Contractor at his expense prior to placement of permanent lines or markers.



Paint markings at the non-resurfaced legs of the intersection shall be refreshed with a single coat of paint. 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.

All of the equipment used in the application of traffic stripes shall conform with Section 84-3.02C and shall produce stripes of uniform quality that conform to the specified requirements. Centerlines consisting of two 4" wide yellow stripes shall be applied in one operation.

The glass sphere dispenser shall be equipped with a gauge showing the rate of application of the glass spheres and it shall uniformly distribute the glass upon the traffic paint. Spheres shall be imbedded in the coat of traffic paint to a depth of at least one-half of their diameters. Spray equipment shall be of a proper and adequate type for the work and shall include oil and water extractors, pressure regulators, and adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper size.

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

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

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

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

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

PAVEMENT MARKING, METHYL METHACRYLATE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Methods and materials for installing durable colored pavement marking materials, consisting of anti-slip treated methyl methacrylate. The material does not need to be retro-reflective for bike lane applications.

1.2 REFERENCES

A. The manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of colored pavement materials, and provide proof of current certification.

1.3 SYSTEM DESCRIPTION

- A. Properly designed roadway pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to a roadway pavement surface. Some of these key properties include wear and crack resistance, color retention, adhesion, minimal water absorption and increased friction properties. As well, the roadway pavement coating must be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).
- B. The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements and must be able to be applied after 30 days of placement. The use of a compactor or similar equipment shall not be necessary. The material must be able to be applied to asphalt and concrete surfaces without reheating the application surface to a specific temperature.
- C. The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.

1.4 SUBMITTALS

A. Confirmation of coating color.

- a. Green: The color must meet the FHWA guidance for the chromaticity coordinates for bicycle lane coloration. Material shall be tested according to ASTM D 154 Exposure Condition Cycle 1 D65/2 Daytime Chromaticity at 144 hours of exposure. Values for Green Bike lane color shall be X-0.3367/Y-0.4846.

B. Confirmation of anti-skid / anti-slip properties of coating material.

A. Material Warranty

- 1. Manufacturer provides a full warranty covering 100 percent of the pavement marking materials for one year.
- 2. Contractor is responsible for quality control of the proper placement of the materials and all other factors that affect the service life of the materials.
- 3. Contractor removes and replaces 100 percent of the markings for all failed sections at no cost to OWNER in the event of a performance failure.

1.6 DELIVERY, STORAGE, AND HANDLING

A. According to manufacturer's recommendations.

B. Provide Material Safety Data Sheets (MSDS) when material is delivered.

1.7 ACCEPTANCE

- A. Provide documentation of the manufacturer and production batch identification for the covering used.

PART 2 PRODUCTS

2.1 MATERIAL

- A. The Methyl Methacrylate (MMA) Acrylic Resin Material shall be a 98:2 formulated material capable of being sprayed. No other substitutes (i.e. 4:1, 1:1) MMA material formulations shall be permissible. Material shall be Color-Safe as manufactured by Transpo Industries, Inc..
- B. Must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids composed of an



ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements.

C. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material.

1. Pigments: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

D. Skid Resistance: Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303 or minimum value of 40 when tested according to ASTM E 274.

E. Hardness: The material must meet a minimum hardness value of 55-60 per ASTM D2240.

F. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

G. The material must be able to be applied in temperatures down to 40 °F.

H. Performance Measures for Durability.

1. Minimum Durability – 90 percent of each colored area, legend, or symbol must be present.

2. Failure to meet any of the specified performance measures on at least 90 percent of the colored area is considered a failure. ENGINEER may require partial or complete replacement of the colored area under the warranty terms.

3. Failure to meet any of the specified performance measures on at least 90 percent of the legend or symbol is considered a complete failure of that legend or symbol. Replace under the warranty terms.

I. Elongation of material resin should have a minimum of 30% when tested in accordance with ASTM D638 Type I.

J. Compressive Strength of mixed material shall be between 2000-3000psi when tested in accordance with ASTM 579 Method B.

K. Water Absorption shall be a maximum of 0.25% when tested in accordance with ASTM D570.

L. Solids Content should be a minimum of 99% when tested in accordance with ASTM D1644.

M. Aggregate: A minimum of 7.0 on the Mohs Hardness Scale and Specific Gravity of 2.65 when tested by ASTM C128.

PART 3 EXECUTION

3.1 PREPARATION

A. Depending upon the condition and age, existing roadway pavement may or may not be suitable for the successful application of pavement coating. CONTRACTOR can advise whether the roadway pavement is suitable or not. ENGINEER shall make the final determination as to the suitability of the existing roadway pavement.

B. CONTRACTOR is responsible for all surface preparation such as de-greasing, sweeping, power blowing, shot-blasting or power washing, in accordance with manufacturer's instructions.

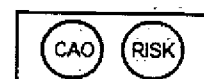
C. Line control.

1. Establish control points prior to application.

2. Pavement markings that are to be left in place, utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location shall be masked to protect from application. Masking material to be removed with no damage after material is placed.
3. Maintain line within 2 inches of the established control points and mark the roadway between control points as needed. Remove paint that is not placed within tolerance of the established control points and replace at no expense to the OWNER.

3.2 APPLICATION GUIDELINE

- A. A certified applicator shall install or an approved manufacturer's representative shall be present on the jobsite for the first day of application of the methyl-methacrylate based colored pavement material. The manufacturer's representative shall provide the Engineer and Contractor with a copy of written recommendations, technical data sheet complete with application instructions and a product safety data sheet available to anyone that will be exposed to the methyl-methacrylate colored pavement marking system. The manufacturer's representative must have extensive application experience in the installation of methyl-methacrylate colored pavement systems and provide a resume of project completed.
- B. The substrate must be completely dry and the surface thoroughly clean before application of the methyl-methacrylate Colored Pavement Marking System coating. The material must cover the entire application area and be flush across the surface. Once applied, no part of the pavement surface must be visible in the application area.
- C. Asphalt: The material shall be applied using equipment recommended by the Manufacturer's instructions. The material must be able to be applied at ambient and road temperatures down to 40 °F without any preheating of the pavement to a specific temperature. A sealer or primer specified by the manufacturer may be applied to the Asphalt prior to material application to ensure proper adhesion, and to provide reinforcement for larger volumes of material. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris.
- D. Portland Cement Concrete: The same application procedure shall be used as described above in C. When applying to PCC pavement, a Methyl-Methacrylate Primer shall be used. Primer shall be mixed and applied according to manufacturers recommended instructions and completely cured before application of the Colored Pavement Marking material.
- E. No Track Topcoat: Upon and/or during cure (i.e. wet-on-wet) of the Colored Pavement Marking Material, a Methyl-methacrylate based No Track Topcoat shall be mixed and applied (rolled or sprayed) according to manufacturers recommended instructions.
- F. Catalyst for the methyl-methacrylate Colored Pavement Marking Material System will be added at the recommendation of the manufacturer dependent on ambient and pavement temperature for methyl-methacrylate Primer, Colored Pavement Marking Material and Top Coat.
- G. Final thickness:
 1. The material must be supplied at a minimum thickness of 80 mils.
- H. Equipment: Application/spray equipment shall utilize static mixers for thorough mixing of the of resin and BPO catalyst. Resin and BPO shall not come in contact until just prior to entering the static mixer. A reversible spray tip shall be mounted directly at output of static mixer. Equipment with mixed resin and catalyst in hoses downstream of static mixer will not be accepted. Equipment must have an electronic, adjustable over and under pressure safety circuit in place on the catalyst pump that will stop the machine if the set pressure is exceeded. In addition machine must have an audible low pressure alarm that sounds if the pressure drops below the setpoint (usually about 1000 PSI). Equipment without an electronic over pressure failsafe and audible low pressure alarm will not be accepted. A factory technician must be on site during project to assure proper use and operation of the equipment.



3.4 OPENING TO TRAFFIC

A. Minimally, the material must cure before the colored area is opened to traffic.

BID PROPOSAL COVER SHEET

**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

ITEM

INCLUDED

1. Bid Proposal Cover Sheet (this sheet)
2. Proposal and Bid Schedule
3. Bid Bond
4. Declaration of Bidder
5. Acknowledgment 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

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.

Signature

Date _____

Agreement #: Ag-5780 - Page 80 of 173



**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

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:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	130,000	SF		
5	Remove, Replace, and Adjust Water Valve Box to Grade	23	EA		
6	Remove, Replace, and Adjust Monument Well to Grade	1	EA		
7	Remove, Replace, and Adjust Monument Cleanout Box to Grade	4	EA		
8	Manhole Adjustment to Grade	5	EA		
9	Crack Sealing	1	LS		
10	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
11	Type II Slurry Seal	955,000	SF		
12	Type III Slurry Seal	15,000	SF		
13	Post Sweep	1	LS		
14	Detail 2 Traffic Line, Thermo	1,500	LF		
15	Detail 4 Traffic Line, Thermo	5500	LF		
16	Detail 12 Traffic Line, Thermo	125	LF		
17	Detail 22 Traffic Line, Thermo	3,800	LF		
18	Detail 23 Traffic Line, Thermo	600	LF		

19	Detail 27B Traffic Line, Thermo	5,000	LF		
20	Detail 27C Traffic Line, Thermo	350	LF		
21	Detail 38 Traffic Line, Thermo	250	LF		
22	Detail 39 Bike Ln 6"WH Traffic Line, Thermo	1,500	LF		
23	Detail 39A BikeSkip 6" WH Traffic Line, Thermo	250	LF		
24	Limit Line 12" wide (Paint, White)	750	SF		
25	Legend "STOP" (Paint, White)	950	SF		
26	ZEBRA XWALK (Paint, White)	5,500	SF		
27	ZEBRA XWALK (Paint, Yellow)	750	SF		
28	4" Parking Stall Line (Paint, White)	325	SF		
29	4" Parking Tees (Paint, White)	100	SF		
30	Legend "BIKE" (Paint, White)	10	SF		
31	Legend "LANE" (Paint, White)	50	SF		
32	Arrow TYPE I (Paint, White)	125	SF		
33	Arrow TYPE IV (L/R) (Paint, White)	175	SF		
34	Bike Lane Path (MMA, Green)	2500	SF		
35	Pavement Marker, Type BB (Blue)	68	EA		
36	Refresh Pavement Markings	1,500	SF		
TOTAL BASE BID (ITEMS 1 THROUGH 36) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE A - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
A1	Mobilization and Demobilization	1	LS		
A2	Storm Water Compliance	1	LS		
A3	Traffic Control	1	LS		
A4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	2,500	SF		
A5	Crack Sealing	1	LS		



A6	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
A7	Type III Slurry Seal	80,100	SF		
A8	Post Sweep	1	LS		
A9	Limit Line 12" wide (Paint, White)	245	SF		
A10	Legend "STOP" (Paint, White)	44	SF		
A11	ZEBRA XWALK (Paint, White)	700	SF		
A12	4" Parking Tees (Paint, White)	75	SF		
A13	"ISA" LEGEND (Paint, Blue & White)	138	SF		
A14	Arrow TYPE IV (L/R) (Paint, White)	105	SF		
A15	Curb (Paint, Blue)	120	SF		
A16	Curb (Paint, Red)	935	SF		
A17	Curb (Paint, Yellow)	140	SF		
A18	Curb (Paint, Green)	160	SF		
A19	Pavement Marker, Type BB (Blue)	8	EA		
TOTAL ALTERNATIVE A BID (ITEMS A1 THROUGH A19) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE B - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
B1	Crack Sealing	1	LS		
B2	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
B3	Type III Slurry Seal	31,700	SF		
B4	Post Sweep	1	LS		
B5	"ISA" LEGEND (Paint, Blue & White)	23	SF		
B6	4" Parking Tees (Paint, White)	200	SF		
TOTAL ALTERNATIVE B BID (ITEMS B1 THROUGH B6) (In Words) <hr/> <hr/>					(In Figures) \$

--	--

ALTERNATE C - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
C1	4" Parking Stall Line (Paint, White)	2,000	SF		
TOTAL ALTERNATE C BID (ITEMS C1) (In Words)					(In Figures)
					\$

GRAND TOTAL BID (BASE BID PLUS ALTERNATE A, PLUS ALTERNATE B, PLUS ALTERNATE C) (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 Bid (Total Base Bid (Items 1 through 35), plus Alternate A (items A1 through A19), plus Alternate B (items B1 through B6), plus Alternate C (items C1)).

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.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201____.

Name of Firm: _____

Address: _____

Telephone: _____

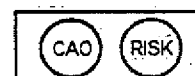
Email: _____

(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

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

DATE RECEIVED



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.

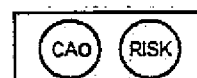
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

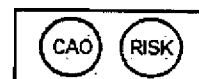
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



BID BOND
(To be Submitted with Bid)

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 Street Resurfacing, Phase 3 (35C1553)**

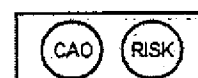
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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]

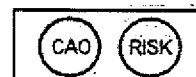


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

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

_____ (Surety Name)	
By:	_____ (Signature of Attorney-In-Fact for Surety)
	_____ (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	
_____ (Contact Name)	
_____ (Street Address)	
_____ (City, State & Zip Code)	
(_____) _____ Telephone	(_____) _____ Fax
_____ (Email address)	



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)

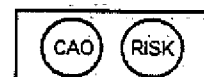
By: _____
(Signature)

APPENDIX B: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) GATE ACCESS PROCEDURES**CONTRACTOR REQUIREMENTS FOR WORK ON
THE NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS****Naval Support Activity Monterey (NSAM), Gate Access Procedures**

Please see the Navy Base Gate Access Instructions below. Information and applicable forms may also be found at the following website: <http://www.nps.edu/Visitors/GateAccessAndParking.html>

Services and forms are located at the Sloat Avenue Main Entrance, Gate Access Office. The Gate Access Office personnel may be reached at 656-1174 or 3477 or 7532, Mon-Fri from 7 AM through 3:30 PM.

1. Sponsor, (Government Representative-For Construction Projects, this is the Department of Public Work's Engineering Technician), has Guest, (individual/Contractor requiring access to base), fill out and return SECNAV Form 5512-1 to the Sponsor. Personally Identifiable Information MUST be secured, if transmitted electronically. Encryption (via nps.edu network) or AMRDEC SAFE can be used.
2. Sponsor reviews the Guest's NSAM Gate Access form prior to the Guest submitting the completed form to NSAM Gate Access Office.
3. Sponsor sends encrypted email showing review/recommendation to approve access to sbandres@nps.edu (or @nps.navy.mil). Cc wnugent@nps.edu and edglazie@nps.edu <mailto:edglazie@nps.edu> (or @nps.navy.mil).
4. The Gate Access Office will notify Sponsor that Guest's request has been received and is being processed. After three (3) business days the Sponsor may contact Gate Access Office to inquire on the status of the request.
5. NOTE: If Guests have already been vetted, just fill out and submit the attached NSAM Gate Access Form. SSN and DOB are NOT required.



OMB 0703-0061 Exp. 31 Mar 2017

DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION					
PRIVACY ACT STATEMENT: <small>AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; OPNAVINST 5530.14E, Navy Physical Security; Marine Corps Order 5530.14A, Marine Corps Physical Security Program Manual; and E.O. 9397 (SSN), as amended, SORN NND551212.</small> <small>PURPOSE(s): To control physical access to Department of Defense (DoD), Department of the Navy (DoN) or U.S. Marine Corps Installations/Units controlled information, installations, facilities, or areas over which DoD, DoN, or U.S. Marine Corps has security responsibilities by identifying or verifying an individual through the use of biometric databases and associated data processing/information services for designated populations for purposes of protecting U.S./Coalition/allied governments/national security areas of responsibility and information; to issue badges, replace lost badges, and relieve passes upon separation; to maintain visitor statistics; collect information to adjudicate access to facility; and track the entry/read times of personnel.</small> <small>ROUTINE USE(s): To designated contractors, Federal agencies, and foreign governments for the purpose of granting Navy officials access to their facility.</small> <small>DISCLOSURE: Providing registration information is voluntary. Failure to provide requested information may result in denial of access to benefits, privileges, and DoD installations, facilities and buildings.</small>					
IDENTITY PROOFING AND APPLICANT INFORMATION					
1. LAST NAME:		2. FIRST NAME:		3. MIDDLE NAME:	
4. NAME SUFFIX:		<input type="checkbox"/> Jr. <input type="checkbox"/> Sr. <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV			
5. HISPANIC OR LATINO (Check one): <input type="checkbox"/> YES <input type="checkbox"/> NO		6. RACE (Check one or more): <input type="checkbox"/> WHITE <input type="checkbox"/> AFRICAN AMERICAN OR BLACK <input type="checkbox"/> ASIAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			
7. GENDER (Check one): <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		8. DATE OF BIRTH:		9. CITY OF BIRTH:	
10. STATE OF BIRTH:		11. BIRTH COUNTRY:			
12. US CITIZEN (Check): <input type="checkbox"/> YES <input type="checkbox"/> NO		13. DUAL CITIZENSHIP: <input type="checkbox"/> YES <input type="checkbox"/> NO CITIZENSHIP IF OTHER THAN US (Country):			
U.S. Citizen Minimum Documentation Required: By Birth - Social Security No and/or State ID/Drivers License. Naturalized - Certification Number; Petition Number; Date, Place and Court, United States passport number, Social Security No and/or State ID/Drivers License. Derived - Parent's certification number, Social Security No and/or State ID/Drivers License.					
Alien Minimum Documentation Required: Registration Number, Expiration date, Date of entry, Port of entry.					
14. IDENTITY SOURCE DOCUMENTS PRESENTED:		15. DOCUMENT NUMBER:		16. ISSUED BY STATE/COURT:	
17. ISSUED BY COUNTRY:		18. ISSUED:		19. EXPIRES:	
<input type="checkbox"/> Social Security No.				United States	
<input type="checkbox"/> State ID/Drivers License				United States	
<input type="checkbox"/> Passport No.					
<input type="checkbox"/> Certification Number and Petition Number					
<input type="checkbox"/> Derived - Parent's Certification Number:				United States	
<input type="checkbox"/> Alien Registration No.				United States	
		Date of Entry:		Port of Entry:	
OTHER APPROVED IDENTITY SOURCE DOCUMENTS:					
<input type="checkbox"/>					
<input type="checkbox"/>					
20. WEIGHT (Pounds):		21. HEIGHT (Inches):		22. HAIR COLOR (Check one):	
				<input type="checkbox"/> Blond <input type="checkbox"/> Brown <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Red <input type="checkbox"/> White <input type="checkbox"/> Silver <input type="checkbox"/> Auburn <input type="checkbox"/> Bald	
				23. EYE COLOR (Check one):	
				<input type="checkbox"/> Brown <input type="checkbox"/> Green <input type="checkbox"/> Blue <input type="checkbox"/> Hazel <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Violet <input type="checkbox"/> Unknown	
24. HOME ADDRESS (Include city, state, zip code):				HOME PHONE (Include Area Code):	
25. BASE SPONSOR'S NAME:				SPONSOR PHONE (Include Area Code):	
EMPLOYMENT ACTIVITY INFORMATION					
26. EMPLOYER NAME AND ADDRESS (Include city/state/zip code):				EMPLOYER PHONE (Include Area Code):	
27. SUPERVISOR NAME AND ADDRESS (Include city/state/zip code):				SUPERVISOR PHONE (Include Area Code):	

SECNAV 5512/1 (APR 2014)

FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE:

Page 1 of 3

Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



OMB 0703-0081 Exp. 31 Mar 2017

<p>28. Check the applicable box for WORK HOURS box or check the OTHER box and enter the work hours, then check the applicable for WORK DAYS:</p> <p>WORK HOURS: <input type="checkbox"/> 0800-1800 <input type="checkbox"/> 0800-1700 <input type="checkbox"/> OTHER _____</p> <p>WORK DAYS: <input type="checkbox"/> SN <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/> ST</p>			
PRIOR FELONY CONVICTIONS			
<p>29. Have you ever been convicted of a Felony? <input type="checkbox"/> YES <input type="checkbox"/> NO _____ (initials)</p>			
REQUIREMENT TO RETURN LOCAL POPULATION ID CARD			
<p>30. I understand that I am required to return my Local Population Identification Card to the Base Pass Office when it expires or if my employment is terminated for any reason. _____ (initials)</p>			
AUTHORIZATION AND RELEASE AND CERTIFICATION			
<p>31. I hereby authorize the DOD/DON and other authorized Federal agencies to obtain any information required from the Federal government and/or state agencies, including but not limited to, the Federal Bureau of Investigation (FBI), the Defense Security Service (DSS), the U.S. Department of Homeland Security (DHS).</p> <p>I have been notified of DON right to perform minimal vetting and fitness determination as a condition of access to DON installation/facilities. I understand that I may request a record identifier, the source of the record and that I may obtain records from the State Law Enforcement Office as may be available to me under the law. I also understand that this information will be treated as privileged and confidential information.</p> <p>I release any individual, including records custodians, any component of the U.S. Government or the Individual State Criminal History Repository supplying information, from all liability for damages that may result on account of compliance, or any attempts to comply with this authorization. This release is binding, now and in the future, on my heirs, assigns, associates, and personal representative(s) of any nature. Copies of this authorization that show my signature are as valid as the original release signed by me.</p> <p>FALSE STATEMENTS ARE PUNISHABLE BY LAW AND COULD RESULT IN FINES AND/OR IMPRISONMENT UP TO FIVE YEARS.</p> <p>BEFORE SIGNING THIS FORM, REVIEW IT CAREFULLY TO MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND CORRECTLY.</p> <p>I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE BY ME ON THIS FORM ARE TRUE, COMPLETE AND CORRECT</p> <p>DATE _____ SIGNATURE _____</p> <p>FINAL DETERMINATION ON YOUR ACCESS: The Base Commanding Officer has final authority for determination on granting physical access to DON controlled installations/facilities under his/her jurisdiction.</p>			
BELOW COMPLETED BY BASE REGISTRAR PERSON CONDUCTING IDENTITY PROOFING and NCIC CHECK			
32. INFORMATION VERIFIED BY: _____	33. ENTERED IN C/S SYSTEM BY: _____	34. PASS ISSUE DATE: _____	35. PASS EXPIRATION DATE: _____
36. NCIC CHECK PERFORMED BY: _____	<p>37. RESULTS OF NCIC CHECK:</p> <p><input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER</p> <p>RECORD NUMBER: _____</p>	<p>38. RESULTS OF LOCAL RECORDS CHECK:</p> <p><input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER</p> <p>RECORD NUMBER: _____</p>	
<p>Office of Under Secretary of Defense Directive-Type Memorandum (DTM) 09-012, "Interim Policy Guidance for DoD Physical Access Control," December 8, 2009. DTM 09-012 requires that DoD installation government representatives query the National Crime Information Center (NCIC) and Terrorist Screening Database to vet the claimed identity and to determine the fitness of non-federal government and non-DoD-issued card holders (i.e. visitors) who are requesting unescorted access to a DoD Installation. The minimum criteria to determine the fitness of a visitor is: 1) not on a terrorist watch list; 2) not on a DoD installation debarment list; and 3) not on a FBI National Criminal Information Center (NCIC) felony wants and warrants list. Additionally, SECNAV Memo, Policy for Sex Offender Tracking and Assignment and Access Restrictions within the Department of the Navy, of 7 Oct 08 and OPNAVINST 1752.3 established the Navy's policy on sex offenders, requiring Region Commanders (REGCOMs) and Installation Commanding Officers (COs) to prohibit sex offender access to DoN facilities and Navy owned, leased or PPV housing. This form describes the authority and purpose to collect and share the required information; and identifies the applicant/visitor and sponsor; and authorizes the DoD to perform the minimum vetting and fitness determination criteria. A favorable response on the vetting and fitness determination is required to receive access to DOD-controlled installation/facilities.</p>			

SECNAV 5512/1 (APR 2014)

FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE

Page 2 of 3

Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



OMB 0703-0081 Exp. 31 Mar 2017

Instruction for completing the Local Population Access Registration Form

INSTRUCTIONS: Please complete all information in black ink (printed) or by typing. By voluntarily providing your Personal Information, you agree to the following terms and restrictions:

RESTRICTIONS: Local Population Identification Card/Base Access Pass may only be used by person to whom they are issued and for the specific business/purpose issued. Applicants are reminded that soliciting (i.e., door-to-door sales) is prohibited on the base, and that such activity is grounds for cancellation of the Pass. Additionally, such action may result in debarment from the base and legal action. The Base Commanding Officer has discretion over specifying the period of validity for any Local Population ID Cards/Base Access Passes that are issued under his/her jurisdiction. Review the Privacy At Statement that is printed at the top of the form

<p>Block 1: Enter the Last Name. Block 2: Enter the First Name. Block 3: Enter the Middle Name. Block 4: If applicable, check the box for Name Suffix. Block 5: Check the applicable box for Hispanic or Latino. Block 6: Check the applicable box for Race. Block 7: Check the applicable box for Gender. Block 8: Enter Date of Birth. Block 9: Enter City of Birth. Block 10: Enter State of Birth. Block 11: Enter Country of Birth. Block 12: Check the applicable box for US Citizenship. Block 13: If not a US Citizen, enter the name of the Country of Citizenship. Block 14: Two forms of identity source documents from the list of acceptable documents listed below must be presented to the base registrar with this completed form. Check the box for the type of Documents that will be presented for identity proofing. If the document type is not listed, use the two rows under Other Approved Identity Source Documents to enter the type of document(s) that you will present. Block 15: Enter the Document Number located on the Identity Proofing Source document that was checked in Block 14. Block 16: Enter the State that issued the Identity Source Document. Block 17: Enter the Country that issued the Identity Source Document.</p>	<p>Block 18: Enter the Date that the Identity Source Document was issued. Block 19: Enter the Date that the Identity Source Document will expire. Block 20: Enter Weight in pounds. Block 21: Enter Height in inches. Block 22: Check the applicable box for Hair Color. Block 23: Check the applicable box for Eye Color. Block 24: Enter Home Address including City, State, Zip Code, and Home Telephone Number. Block 25: Enter Name of Registrant's Base Sponsor and Base Sponsor's Telephone Number. Block 26: Enter Employer Name and address including City, State, Zip Code, and Employer's Telephone Number. Block 27: Enter Supervisor's Name including City, State, Zip Code, and Supervisor's Telephone Number. Block 28: Check the applicable box for Work Hours box or check the OTHER box and enter the work hours, then check applicable boxes for Work Days. Block 29: Check the applicable answer if you have been convicted of Felony and enter initials. Block 30: Check the applicable box for felony conviction. Block 31: Enter initials to accept terms for returning Local Population Identification Card. Block 32: Sign and date the form to attest that the foregoing information is true and complete to best of your knowledge.</p>
---	--

LIST OF ACCEPTABLE DOCUMENTS - All documents must not be expired.

Must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A - Documents that Establish Identity and Employment Authorization	OR	List B - Documents that Establish Identity	AND	List C - Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card. 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551). 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa. 4. Employment Authorization Document that contains a photograph (Form I-766). 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign Passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on form. 6. Passport from the Federal States of Micronesia (FSM) or the Republic of the Marshall Islands (RM) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and FSM or RM. 		<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address. 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address. 3. School ID card with a photograph 4. Voter's registration card. 5. U.S. Military card or draft record. 6. Military dependent's ID card. 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document. 9. Driver's license issued by a Canadian government authority. <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card. 11. Clinic, doctor, or hospital record. 12. Day-care or nursery school record. 		<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION. (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION. 2. Certification of Birth Abroad issued by the Department of State (Form FS-645). 3. Certification of Birth issued by the Department of State (Form DS-1360). 4. Original or certified copy of birth certificate issued by a State, county, municipal authority or territory of the United States bearing an official seal. 5. Native American tribal document. 6. U.S. Citizen ID Card (Form I-197). 7. Identification Card for Use of Resident Citizen in the United States (Form I-179). 8. Employment authorization document issued by the Department of Homeland Security.

The remainder of the form will be completed by the Base Registrar Person conducting Identity Proofing process and NCIC check.

AGENCY DISCLOSURE STATEMENT:

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, East Tower, Suite 02G09, Alexandria, VA 22304-3100 OMB 0703-0081. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN COMPLETED FORM TO THE ABOVE ADDRESS.

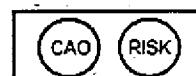
Completed form should be submitted to the Base Registrar.

SECNAV 5512/1 (APR 2014)

FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE:

Page 3 of 3

Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



CITY WIDE STREET RESURFACING - PHASE 3

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010.

TRAFFIC CONTROL/CONSTRUCTION NOTES:

1. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
2. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
3. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
4. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
5. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
6. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
7. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
8. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
9. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.
10. ALL WORK SHALL BE DONE ON WEDNESDAYS 8:00 AM TO 1:00 PM. ALL Lanes SHALL BE OPEN TO TRAFFIC BEFORE 8:00 PM AND AFTER 1:00 PM.

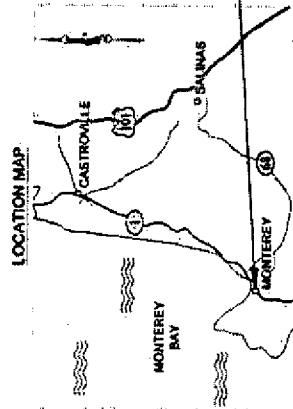
ABBREVIATIONS

- CAO - CALIFORNIA ASSOCIATION OF OFFICIALS
- RISK - RISK MANAGEMENT

LEGEND

- TYPE 1 SLURRY
- TYPE 2 SLURRY
- TYPE 3 SLURRY
- TYPE 4 SLURRY
- TYPE 5 SLURRY
- TYPE 6 SLURRY
- TYPE 7 SLURRY
- TYPE 8 SLURRY
- TYPE 9 SLURRY
- TYPE 10 SLURRY

SHEET NO.	DRAWING NO.	CONTRACT NO.	DATE
1	1-1	1-1	1-1
2	2-1	2-1	2-1
3	3-1	3-1	3-1
4	4-1	4-1	4-1
5	5-1	5-1	5-1
6	6-1	6-1	6-1
7	7-1	7-1	7-1
8	8-1	8-1	8-1
9	9-1	9-1	9-1
10	10-1	10-1	10-1



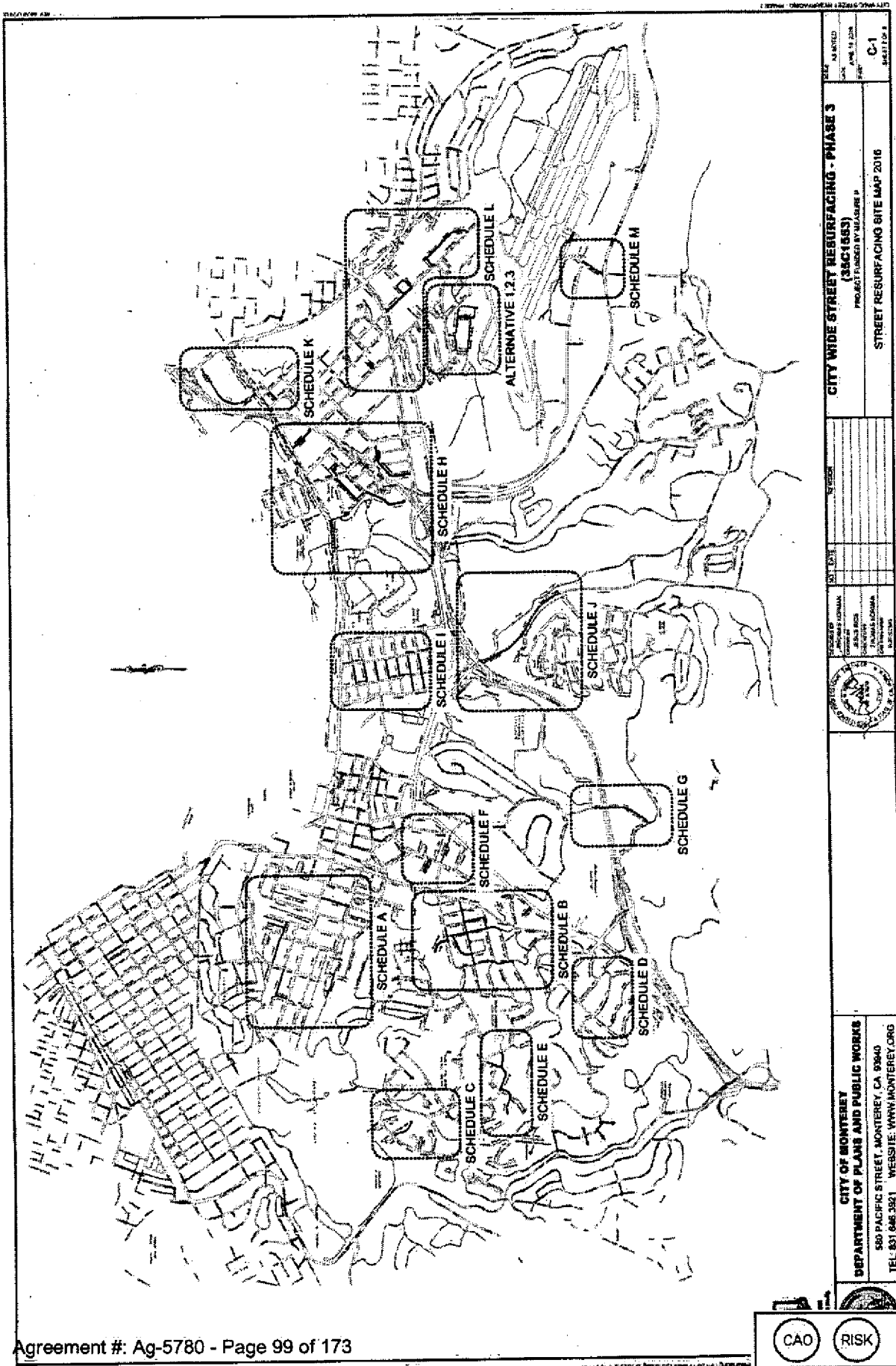
SITE MAP



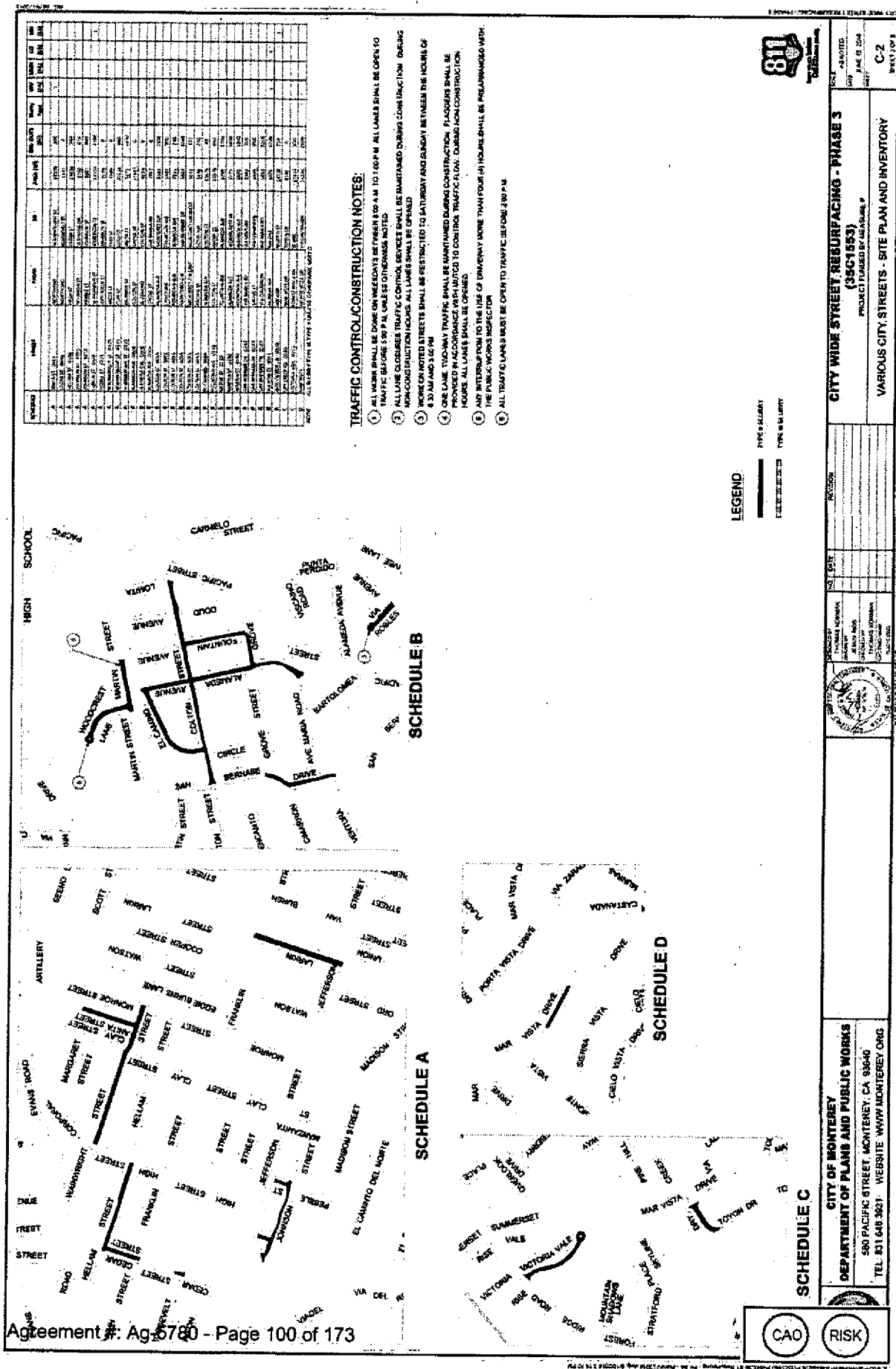
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 500 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG

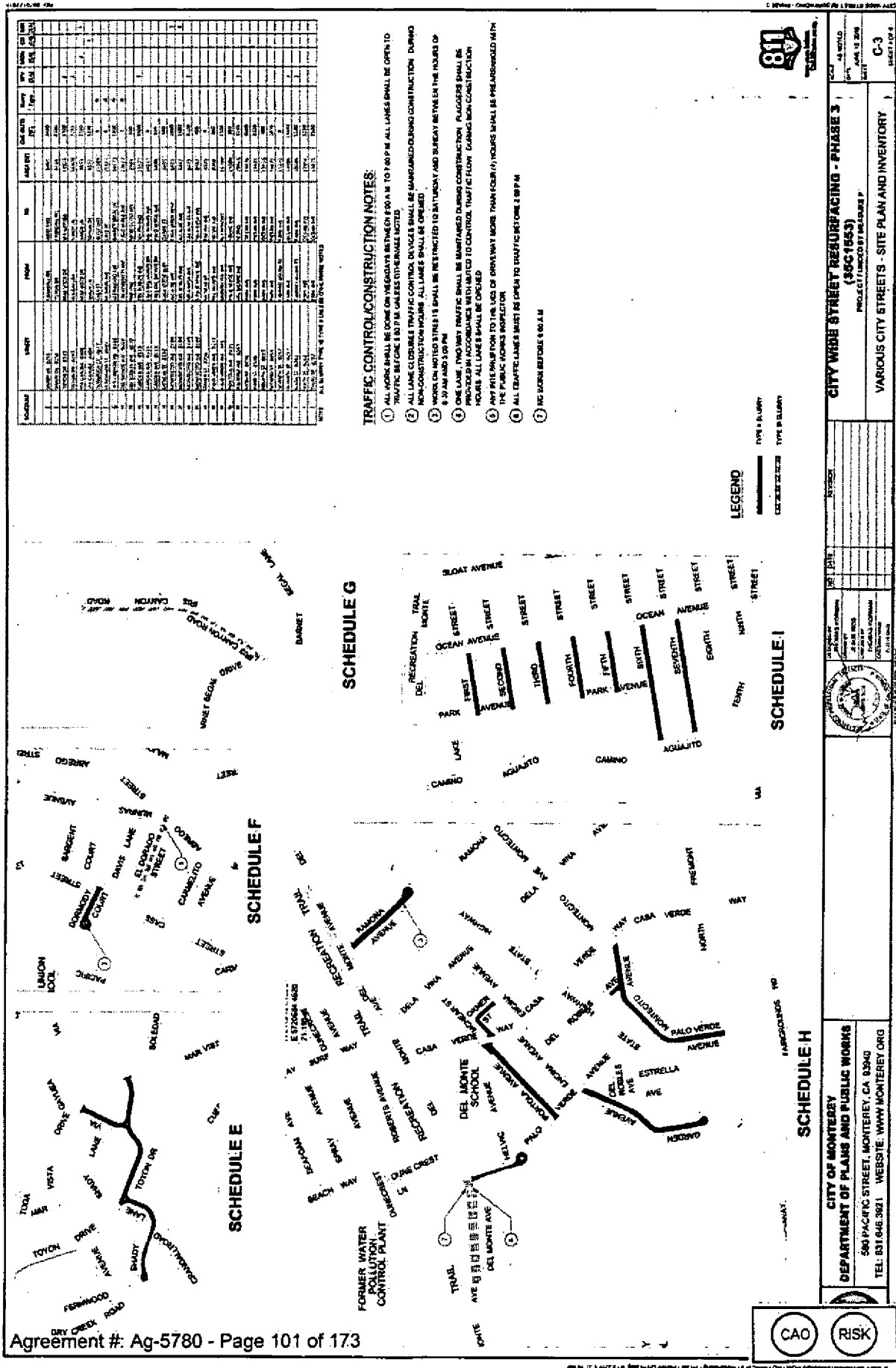
CITY WIDE STREET RESURFACING - PHASE 3
 (38C1553)
 PROJECT NUMBER BY RESURFACING P.
 COVER SHEET

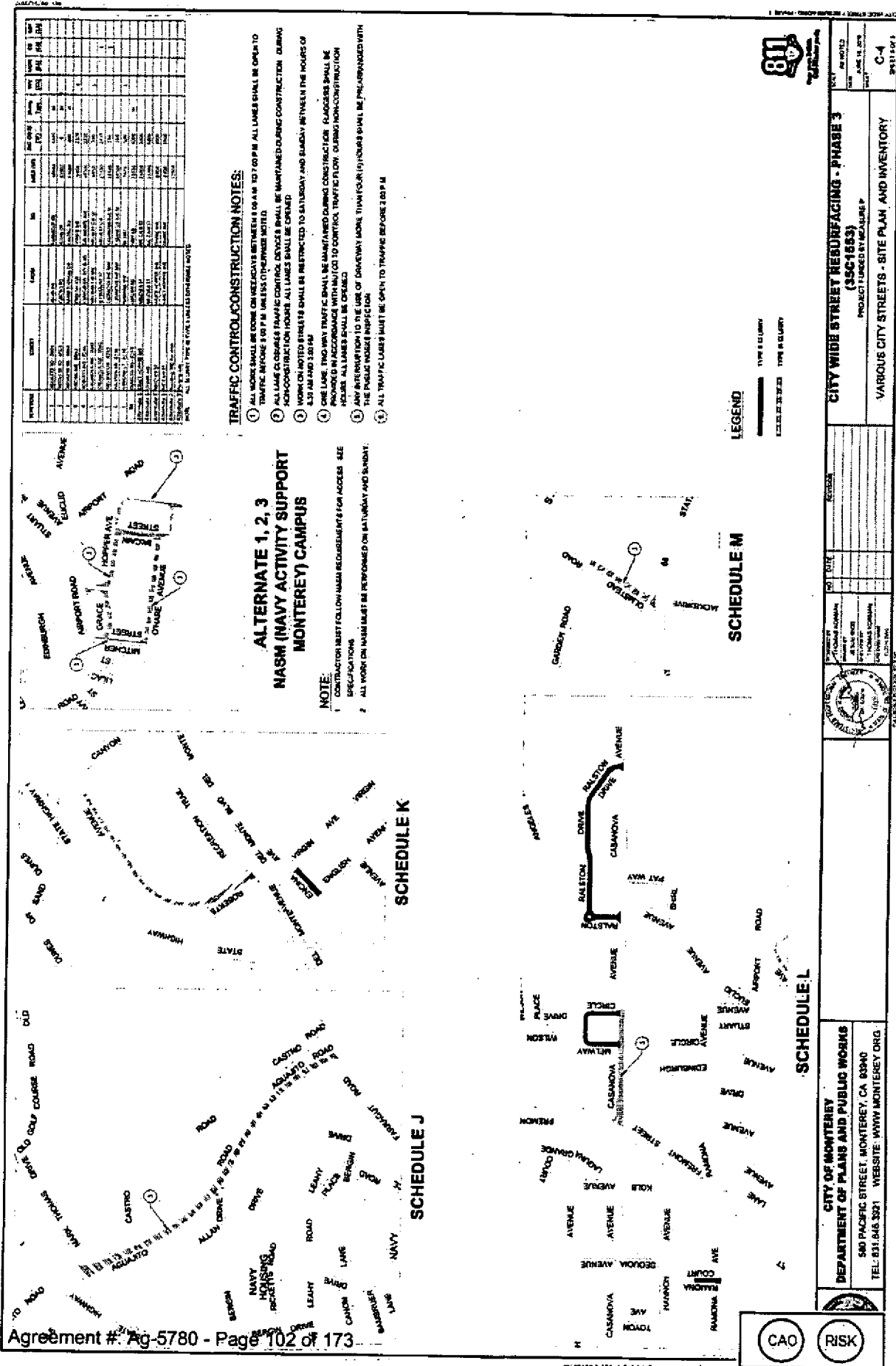
CAO **RISK**



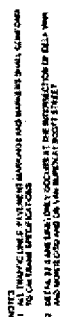
CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG		PROJECT: CITY WIDE STREET RESURFACING - PHASE 3 (35C1593) PROJECT PLANNED BY: J. L. K. S. P. STREET RESURFACING SITE MAP 2016	DATE: JUNE 19, 2016 SCALE: 1" = 100' SHEET: C-1 TOTAL SHEETS: 1
---	--	--	--







Agreement #: Ag-5780 - Page 103 of 173

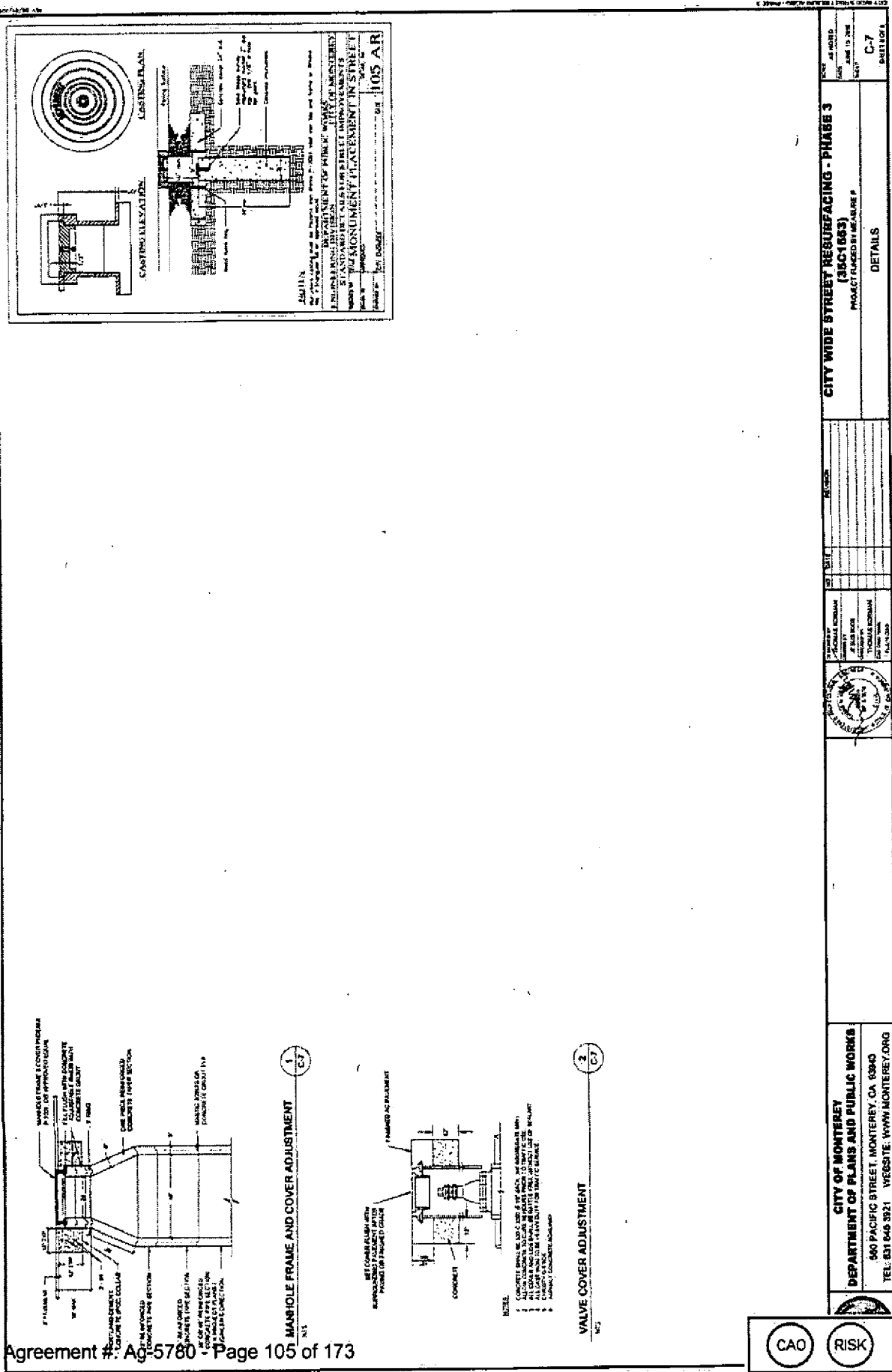
[illegible]

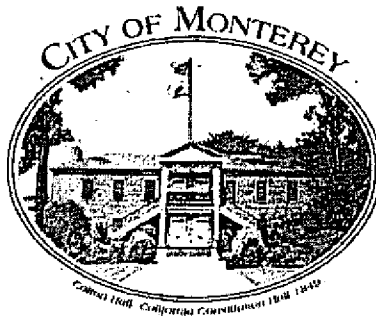
STOP LEGEND DETAIL

REFRESH

Category	Item	Unit	Quantity	Value	Remarks
Agriculture	Wheat	kg	1000	1000	
	Rice	kg	2000	2000	
	Maize	kg	1500	1500	
	Barley	kg	1200	1200	
	Oats	kg	800	800	
	Peas	kg	600	600	
	Beans	kg	500	500	
	Lentils	kg	400	400	
	Chickpeas	kg	300	300	
	Mung Beans	kg	200	200	
Livestock	Cattle	head	10	10000	
	Buffaloes	head	5	5000	
	Goats	head	20	2000	
	Sheep	head	15	1500	
	Pigs	head	10	1000	
	Poultry	kg	1000	1000	
	Bees	kg	500	500	
	Ants	kg	300	300	
	Termites	kg	200	200	
	Wasps	kg	100	100	
Fishing	Shrimp	kg	1000	1000	
	Crab	kg	800	800	
	Clam	kg	600	600	
	Oyster	kg	500	500	
	Scallop	kg	400	400	
	Sea Urchin	kg	300	300	
	Starfish	kg	200	200	
	Sea Anemone	kg	100	100	
	Hydra	kg	50	50	
	Medusa	kg	20	20	
Hunting	Deer	kg	1000	1000	
	Wild Boar	kg	800	800	
	Wild Dog	kg	600	600	
	Wild Cat	kg	500	500	
	Wild Bear	kg	400	400	
	Wild Elephant	kg	300	300	
	Wild Tiger	kg	200	200	
	Wild Lion	kg	100	100	
	Wild Horse	kg	50	50	
	Wild Zebra	kg	20	20	

[illegible]





July 1, 2016

Department of Public Works
Construction Management Division

To: All Plan Holders

Subject: Citywide Street Resurfacing (Slurry) Project, Phase 3 - ADDENDUM #1

Sent Via: Email/Web Posting

The specifications are amended as follows:

1. Part II, Pages 1 and 2, BID SCHEDULE:

Replace Pages 1 and 2 with the attached pages noted as Part II, Page 1, Addendum No. 1 through Part II, Page 4, Addendum No. 1. Changes to the Bid Schedule include;

Item 37 new bid item

2. Part II, Page 4, BASIS OF AWARD:

Delete the following in its entirety:

"Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Total Base Bid (Items 1 through 36), plus Alternate A (items A1 through A19), plus Alternate B (items B1 through B6), plus Alternate C (items C1")

and replace with the following:

"Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Total Base Bid (Items 1 through 37), plus Alternate A (items A1 through A19), plus Alternate B (items B1 through B6), plus Alternate C (items C1")

3. Part II, Page 7, BASE BID ITEM DESCRIPTION:

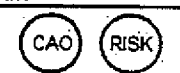
Add the following:

"37. Traffic Signal Loops - Measurement and payment shall be on a per each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials and equipment required to install traffic signal loops, including field investigations, shop drawings, and related work necessary for providing a fully operational facility as described in the specifications, removal and disposal of existing traffic signal loops, furnishing and installing new continuous and unspliced traffic signal loops, pull boxes, other traffic cans in the right-of-way, and handholes, adjusting to grade any existing handhole frames and lids to be flush with the paved surface, excavation, backfill, restoring sidewalks, pavements and appurtenances damaged or destroyed during construction, and all other incidental work and materials necessary to replace Traffic Signal Loops complete, in place, and operational in accordance with the Contract Documents and in the Caltrans Standard Plans and Caltrans Standard Specification, and no additional compensation will be allowed therefore. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer."

4. Part IV, Page 31, TECHNICAL SPECIFICATIONS:

Add the following:

"TRAFFIC SIGNAL LOOPS - LOOP DETECTOR RECONSTRUCTION - All traffic signal loop detectors removed or disturbed by the Contractor's activities shall be reconstructed prior to the asphalt concrete overlay. The reconstruction shall include relocation as necessary to a



the revised lane configurations. The reconstruction shall include removal and replacement of all portions of the existing loops, including those areas outside of the project paving limits, and the connections to the signal controllers. The reconstruction shall provide for a complete new loop system for each branch of each affected signal. At a minimum, all loop detectors shall be reconstructed in accordance with Section 86 of the Caltrans Standard Specifications, and be Type 2 (Two-Turn) inductive loops with all required appurtenances.

The existing loop detectors are shown schematically on the plans; however, it is the Contractor's responsibility to determine the number, type and location of loop detectors that will be removed by his operations. The Contractor shall submit a shop drawing for approval by the City showing the existing and proposed detector loops, handholes and connecting wire runs. The Contractor shall also submit for approval a shop drawing for the construction of detector loop handholes. The Handhole construction must allow the handhole frames and lids to be adjusted to a grade flush with the paved surface with concrete rings, without disturbing the detector loops."

5. APPENDIX A

Replace Appendix A in its entirety and replace with attached Appendix A – Addendum No. 1

The plans are amended as follows:

Replace Sheets 1 through 8 in their entirety with the attached Sheets 1 through 12 noted with Revision No. 1 – Bid Addendum No. 1 dated 7/1/2016

Clarifications – Bidder questions with responses as follows:

1. **Question:** Will the City of Monterey be providing a construction staging area for the project?

Response: Prospective bidders are referred to the Sheet T-1 of the Construction Drawings, Note 12. A construction standing area has been identified by the City of Monterey on Pearl Street on shown on the plans. The use of the staging area is conditional upon approval and authorization by the City Engineer due to the nature of the staging area being located in an archeologically sensitive area. No digging or excavation is permitted and site shall be restored to pre-project conditions. All unused material and equipment shall be removed upon completion of the project.

2. **Question:** Will the Contractor be required to set or replace Survey Monuments as part of the contract?

Response: Prospective bidders are referred to Part II, Page 6 of the Specifications "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." If the survey monument is required to be removed and replaced as a result of construction activities, the survey monument shall be re-established in its existing location by the City.

3. **Question:** What are the trash pick-up days for the street receiving resurfacing?

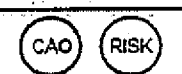
Response: For scheduling purposes, a map of the City of Monterey Trash pickup schedule has been provided as an attachment to this addendum.

4. **Question:** Where is construction water available for use during the project?

Response: Attached is the approved list of hydrants for filling tank by Cal Am water.

Acknowledge this addendum and all others in your bid on Appendix A, Page 7 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 July 12, 2016. If you have any additional questions, please contact Thomas Korman at korman@monterey.org. All requests for Information Agreement # Ag 5780 Page 107 of 175

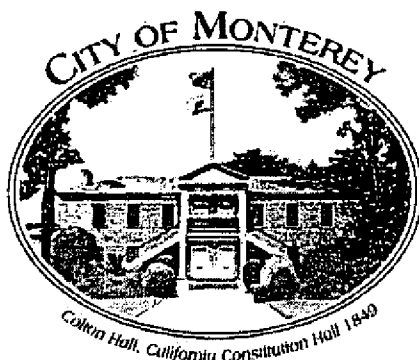


be received in writing by 5:00 pm on Wednesday, July 6, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Korman', followed by a horizontal line.

Thomas Korman, P.E.
Senior Engineer

APPENDIX A: BID PROPOSAL FORMS

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

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	_____

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



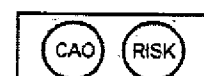
**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)****CITY OF MONTEREY****PART II: PROPOSAL**

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:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	130,000	SF		
5	Remove, Replace, and Adjust Water Valve Box to Grade	23	EA		
6	Remove, Replace, and Adjust Monument Well to Grade	1	EA		
7	Remove, Replace, and Adjust Monument Cleanout Box to Grade	4	EA		
8	Manhole Adjustment to Grade	5	EA		
9	Crack Sealing	1	LS		
10	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
11	Type II Slurry Seal	955,000	SF		
12	Type III Slurry Seal	15,000	SF		
13	Post Sweep	1	LS		
14	Detail 2 Traffic Line, Thermo	1,500	LF		
15	Detail 4 Traffic Line, Thermo	5500	LF		
16	Detail 12 Traffic Line, Thermo	125	LF		
17	Detail 22 Traffic Line, Thermo	3,800	LF		
18	Detail 23 Traffic Line, Thermo	600	LF		



19	Detail 27B Traffic Line, Thermo	5,000	LF		
20	Detail 27C Traffic Line, Thermo	350	LF		
21	Detail 38 Traffic Line, Thermo	250	LF		
22	Detail 39 Bike Ln 6"WH Traffic Line, Thermo	1,500	LF		
23	Detail 39A BikeSkip 6" WH Traffic Line, Thermo	250	LF		
24	Limit Line 12" wide (Paint, White)	750	SF		
25	Legend "STOP" (Paint, White)	950	SF		
26	ZEBRA XWALK (Paint, White)	5,500	SF		
27	ZEBRA XWALK (Paint, Yellow)	750	SF		
28	4" Parking Stall Line (Paint, White)	325	SF		
29	4" Parking Tees (Paint, White)	100	SF		
30	Legend "BIKE" (Paint, White)	10	SF		
31	Legend "LANE" (Paint, White)	50	SF		
32	Arrow TYPE I (Paint, White)	125	SF		
33	Arrow TYPE IV (L/R) (Paint, White)	175	SF		
34	Bike Lane Path (MMA, Green)	2500	SF		
35	Pavement Marker, Type BB (Blue)	68	EA		
36	Refresh Pavement Markings	1,500	SF		
37	Traffic Loops	9	EA		
TOTAL BASE BID (ITEMS 1 THROUGH 36) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE A - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
A1	Mobilization and Demobilization	1	LS		
A2	Storm Water Compliance	1	LS		
A3	Traffic Control	1	LS		
A4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	2,500	SF		

A5	Crack Sealing	1	LS		
A6	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
A7	Type III Slurry Seal	80,100	SF		
A8	Post Sweep	1	LS		
A9	Limit Line 12" wide (Paint, White)	245	SF		
A10	Legend "STOP" (Paint, White)	44	SF		
A11	ZEBRA XWALK (Paint, White)	700	SF		
A12	4" Parking Tees (Paint, White)	75	SF		
A13	"ISA" LEGEND (Paint, Blue & White)	138	SF		
A14	Arrow TYPE IV (L/R) (Paint, White)	105	SF		
A15	Curb (Paint, Blue)	120	SF		
A16	Curb (Paint, Red)	935	SF		
A17	Curb (Paint, Yellow)	140	SF		
A18	Curb (Paint, Green)	160	SF		
A19	Pavement Marker, Type BB (Blue)	8	EA		
TOTAL ALTERNATIVE A BID (ITEMS A1 THROUGH A19) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE B - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
B1	Crack Sealing	1	LS		
B2	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS		
B3	Type III Slurry Seal	31,700	SF		
B4	Post Sweep	1	LS		
B5	"ISA" LEGEND (Paint, Blue & White)	23	SF		
B6	4" Parking Tees (Paint, White)	200	SF		
TOTAL ALTERNATIVE B BID (ITEMS B1 THROUGH B6) (In Words)					(In Figures)



<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	\$
---	----

ALTERNATE C - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
C1	4" Parking Stall Line (Paint, White)	2,000	SF		
TOTAL ALTERNATIVE C BID (ITEMS C1) (In Words)					(In Figures)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>					\$

GRAND TOTAL BID (BASE BID PLUS ALTERNATE A, PLUS ALTERNATE B, PLUS ALTERNATE C) (In Words) <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	(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 Bid (Total Base Bid (Items 1 through 37), plus Alternate A (items A1 through A19), plus Alternate B (items B1 through B6), plus Alternate C (items C1)).

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.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

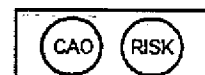
Email: _____

(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

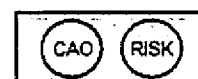


ACKNOWLEDGEMENT OF ADDENDA

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**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.

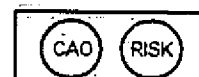
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

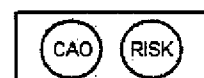
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



BID BOND
(To be Submitted with Bid)

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 Street Resurfacing, Phase 3 (35C1553)**

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.

(Bidder/Principal Name)	
By:	_____
	(Signature)

	(Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

	(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	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
() _____	() _____
Telephone	Fax

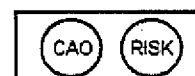
(Email address)	

APPENDIX B: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) GATE ACCESS PROCEDURES**CONTRACTOR REQUIREMENTS FOR WORK ON
THE NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS****Naval Support Activity Monterey (NSAM), Gate Access Procedures**

Please see the Navy Base Gate Access Instructions below. Information and applicable forms may also be found at the following website: <http://www.nps.edu/Visitors/GateAccessAndParking.html>

Services and forms are located at the Sloat Avenue Main Entrance, Gate Access Office. The Gate Access Office personnel may be reached at 656-1174 or 3477 or 7532, Mon-Fri from 7 AM through 3:30 PM.

1. Sponsor, (Government Representative-For Construction Projects, this is the Department of Public Work's Engineering Technician), has Guest, (individual/Contractor requiring access to base), fill out and return SECNAV Form 5512-1 to the Sponsor. Personally Identifiable Information MUST be secured, if transmitted electronically. Encryption (via nps.edu network) or AMRDEC SAFE can be used.
2. Sponsor reviews the Guest's NSAM Gate Access form prior to the Guest submitting the completed form to NSAM Gate Access Office.
3. Sponsor sends encrypted email showing review/recommendation to approve access to sbandres@nps.edu (or @nps.navy.mil). Cc wnugent@nps.edu and edglazie@nps.edu <mailto:edglazie@nps.edu> (or @nps.navy.mil).
4. The Gate Access Office will notify Sponsor that Guest's request has been received and is being processed. After three (3) business days the Sponsor may contact Gate Access Office to inquire on the status of the request.
5. NOTE: If Guests have already been vetted, just fill out and submit the attached NSAM Gate Access Form. SSN and DOB are NOT required.



OMB 0703-0061 Exp: 31 Mar 2017

DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION					
PRIVACY ACT STATEMENT: AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; OPNAVINST 5530.14E, Navy Physical Security; Marine Corps Order 5630.14A, Marine Corps Physical Security Program Manual; and E.O. 8387 (SSN), as amended, SOPN 880312-2. PURPOSE(S): To control physical access to Department of Defense (DoD), Department of the Navy (DoN) or U.S. Marine Corps installations/units controlled information, installations, facilities, or areas over which DoD, DoN, or U.S. Marine Corps has security responsibilities by identifying or verifying an individual through the use of biometric databases and associated data processing/information services for designated populations for purposes of protecting U.S./Coalition/Allied government/national security areas of responsibility and information; to issue badges, replace lost badges, and retrieve passes upon separation; to maintain visitor statistics; collect information to adjudicate access to facility; and track the entry/exit times of personnel. ROUTINE USE(S): To designated contractors, Federal agencies, and foreign governments for the purpose of granting Navy officials access to their facility. DISCLOSURE: Providing registration information is voluntary. Failure to provide requested information may result in denial of access to benefits, privileges, and DoD installations, facilities and buildings.					
IDENTITY PROOFING AND APPLICANT INFORMATION					
1. LAST NAME:	2. FIRST NAME:	3. MIDDLE NAME:	4. NAME SUFFIX: <input type="checkbox"/> Jr. <input type="checkbox"/> Sr. <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV		
5. HISPANIC OR LATINO (Check one): <input type="checkbox"/> YES <input type="checkbox"/> NO	8. RACE (Check one or more): <input type="checkbox"/> WHITE <input type="checkbox"/> AFRICAN AMERICAN OR BLACK <input type="checkbox"/> ASIAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER				
7. GENDER (Check one): <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	8. DATE OF BIRTH:	9. CITY OF BIRTH:	10. STATE OF BIRTH:	11. BIRTH COUNTRY:	
12. US CITIZEN (Check): <input type="checkbox"/> YES <input type="checkbox"/> NO		13. DUAL CITIZENSHIP: <input type="checkbox"/> YES <input type="checkbox"/> NO CITIZENSHIP IF OTHER THAN US (Country):			
U.S. Citizen Minimum Documentation Required: By Birth - Social Security No and/or State ID/Drivers License. Naturalized - Certification Number, Petition Number, Date, Place and Court, United States passport number, Social Security No and/or State ID/Drivers License. Derived - Parent's certification number, Social Security No and/or State ID/Drivers License.					
Alien Minimum Documentation Required: Registration Number, Expiration date, Date of entry, Port of entry.					
14. IDENTITY SOURCE DOCUMENTS PRESENTED:	15. DOCUMENT NUMBER:	16. ISSUED BY STATE/COURT:	17. ISSUED BY COUNTRY:	18. ISSUED:	19. EXPIRES:
<input type="checkbox"/> Social Security No.			United States		
<input type="checkbox"/> State ID/Drivers License			United States		
<input type="checkbox"/> Passport No.					
<input type="checkbox"/> Certification Number and Petition Number					
<input type="checkbox"/> Derived - Parent's Certification Number:			United States		
<input type="checkbox"/> Alien Registration No.			United States		
		Date of Entry:		Port of Entry:	
OTHER APPROVED IDENTITY SOURCE DOCUMENTS:					
<input type="checkbox"/>					
<input type="checkbox"/>					
20. WEIGHT (Pounds):	21. HEIGHT (Inches):	22. HAIR COLOR (Check one): <input type="checkbox"/> Blond <input type="checkbox"/> Brown <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Red <input type="checkbox"/> White <input type="checkbox"/> Silver <input type="checkbox"/> Auburn <input type="checkbox"/> Bald		23. EYE COLOR (Check one): <input type="checkbox"/> Brown <input type="checkbox"/> Green <input type="checkbox"/> Blue <input type="checkbox"/> Hazel <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Violet <input type="checkbox"/> Unknown	
24. HOME ADDRESS (Include city, state, zip code):				HOME PHONE (Include Area Code):	
25. BASE SPONSOR'S NAME:				SPONSOR PHONE (Include Area Code):	
EMPLOYMENT ACTIVITY INFORMATION					
26. EMPLOYER NAME AND ADDRESS (Include city/state/zip code):				EMPLOYER PHONE (Include Area Code):	
27. SUPERVISOR NAME AND ADDRESS (Include city/state/zip code):				SUPERVISOR PHONE (Include Area Code):	

SECNAV 5512/1 (APR 2014)

FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE

Page 1 of 3

Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



OMB 0703-0061 Exp. 31 Mar 2017

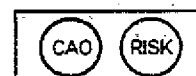
28. Check the applicable box for WORK HOURS box or check the OTHER box and enter the work hours, then check the applicable for WORK DAYS:			
WORK HOURS: <input type="checkbox"/> 0600-1800 <input type="checkbox"/> 0800-1700 <input type="checkbox"/> OTHER		WORK DAYS: <input type="checkbox"/> SN <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/> ST	
PRIOR FELONY CONVICTIONS			
29. Have you ever been convicted of a Felony? <input type="checkbox"/> YES <input type="checkbox"/> NO _____ <i>Initial</i>			
REQUIREMENT TO RETURN LOCAL POPULATION ID CARD			
30. I understand that I am required to return my Local Population Identification Card to the Base Pass Office when it expires or if my employment is terminated for any reason. _____ <i>Initial</i>			
AUTHORIZATION AND RELEASE AND CERTIFICATION			
<p>31. I hereby authorize the DOD/DON and other authorized Federal agencies to obtain any information required from the Federal government and/or state agencies, including but not limited to, the Federal Bureau of Investigation (FBI), the Defense Security Service (DSS), the U.S. Department of Homeland Security (DHS).</p> <p>I have been notified of DON right to perform minimal vetting and fitness determination as a condition of access to DON installation/facilities. I understand that I may request a record identifier; the source of the record and that I may obtain records from the State Law Enforcement Office as may be available to me under the law. I also understand that this information will be treated as privileged and confidential information.</p> <p>I release any individual, including records custodians, any component of the U.S. Government or the Individual State Criminal History Repository supplying information, from all liability for damages that may result on account of compliance, or any attempts to comply with this authorization. This release is binding, now and in the future, on my heirs, assigns, associates, and personal representative(s) of any nature. Copies of this authorization that show my signature are as valid as the original release signed by me.</p> <p>FALSE STATEMENTS ARE PUNISHABLE BY LAW AND COULD RESULT IN FINES AND/OR IMPRISONMENT UP TO FIVE YEARS.</p> <p>BEFORE SIGNING THIS FORM, REVIEW IT CAREFULLY TO MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND CORRECTLY.</p> <p>I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE BY ME ON THIS FORM ARE TRUE, COMPLETE AND CORRECT</p> <p>DATE _____ SIGNATURE _____</p> <p>FINAL DETERMINATION ON YOUR ACCESS: The Base Commanding Officer has final authority for determination on granting physical access to DON controlled installations/facilities under his/her jurisdiction.</p>			
BELOW COMPLETED BY BASE REGISTRAR PERSON CONDUCTING IDENTITY PROOFING and NCIC CHECK			
32. INFORMATION VERIFIED BY:	33. ENTERED IN CAS SYSTEM BY:	34. PASS ISSUE DATE:	35. PASS EXPIRATION DATE:
36. NCIC CHECK PERFORMED BY:	37. RESULTS OF NCIC CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER:	38. RESULTS OF LOCAL RECORDS CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER:	
<p>Office of Under Secretary of Defense Directive-Type Memorandum (DTM) 09-012, "Interim Policy Guidance for DoD Physical Access Control," December 8, 2009. DTM 09-012 requires that DoD installation government representatives query the National Crime Information Center (NCIC) and Terrorist Screening Database to vet the claimed identity and to determine the fitness of non-federal government and non-DoD-issued card holders (i.e. visitors) who are requesting unescorted access to a DoD installation. The minimum criteria to determine the fitness of a visitor is: 1) not on a terrorist watch list; 2) not on an DoD installation debarment list; and 3) not on a FBI National Criminal Information Center (NCIC) felony wants and warrants list. Additionally, SECNAV Memo, Policy for Sex Offender Tracking and Assignment and Access Restrictions within the Department of the Navy, of 7 Oct 08 and OPNAVINST 1752.3 established the Navy's policy on sex offenders, requiring Region Commanders (REGCOMs) and Installation Commanding Officers (COs) to prohibit sex offender access to DoN facilities and Navy owned, leased or PPV housing. This form describes the authority and purpose to collect and share the required information; and identifies the applicant/visitor and sponsor; and authorizes the DoD to perform the minimum vetting and fitness determination criteria. A favorable response on the vetting and fitness determination is required to receive access to DOD-controlled installation/facilities.</p>			

SECNAV 5512/1 (APR 2014)

FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE

Page 2 of 3

Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



OMB 0703-0081 Exp. 31 Mar 2017

Instruction for completing the Local Population Access Registration Form

INSTRUCTIONS: Please complete all information in black ink (printed) or by typing. By voluntarily providing your Personal Information, you agree to the following terms and restrictions:

RESTRICTIONS: Local Population Identification Card/Base Access Pass may only be used by person to whom they are issued and for the specific business purpose issued. Applicants are reminded that soliciting (i.e., door-to-door sales) is prohibited on the base, and that such activity is grounds for cancellation of the Pass. Additionally, such action may result in debarment from the base and legal action. The Base Commanding Officer has discretion over specifying the period of validity for any Local Population ID Cards/Base Access Passes that are issued under his/her jurisdiction. Review the Privacy At Statement that is printed at the top of the form

<p>Block 1: Enter the Last Name.</p> <p>Block 2: Enter the First Name.</p> <p>Block 3: Enter the Middle Name.</p> <p>Block 4: If applicable, check the box for Name Suffix.</p> <p>Block 5: Check the applicable box for Hispanic or Latino.</p> <p>Block 6: Check the applicable box for Race.</p> <p>Block 7: Check the applicable box for Gender.</p> <p>Block 8: Enter Date of Birth.</p> <p>Block 9: Enter City of Birth.</p> <p>Block 10: Enter State of Birth.</p> <p>Block 11: Enter Country of Birth.</p> <p>Block 12: Check the applicable box for US Citizenship.</p> <p>Block 13: If not a US Citizen, enter the name of the Country of Citizenship.</p> <p>Block 14: Two forms of identity source documents from the list of acceptable documents listed below must be presented to the base registrar with this completed form. Check the box for the type of Documents that will be presented for identity proofing. If the document type is not listed, use the two rows under Other Approved Identity Source Documents to enter the type of document(s) that you will present.</p> <p>Block 15: Enter the Document Number located on the Identity Proofing Source document that was checked in Block 14.</p> <p>Block 16: Enter the State that issued the Identity Source Document.</p> <p>Block 17: Enter the Country that issued the Identity Source Document.</p>	<p>Block 18: Enter the Date that the Identity Source Document was issued.</p> <p>Block 19: Enter the Date that the Identity Source Document will expire.</p> <p>Block 20: Enter Weight in pounds.</p> <p>Block 21: Enter Height in inches.</p> <p>Block 22: Check the applicable box for Hair Color.</p> <p>Block 23: Check the applicable box for Eye Color.</p> <p>Block 24: Enter Home Address including City, State, Zip Code, and Home Telephone Number.</p> <p>Block 25: Enter Name of Registrant's Base Sponsor and Base Sponsor's Telephone Number.</p> <p>Block 26: Enter Employer Name and address including City, State, Zip Code, and Employer's Telephone Number.</p> <p>Block 27: Enter Supervisor's Name including City, State, Zip Code, and Supervisor's Telephone Number.</p> <p>Block 28: Check the applicable box for Work Hours box or check the OTHER box and enter the work hours, then check applicable boxes for Work Days.</p> <p>Block 29: Check the applicable answer if you have been convicted of Felony and enter initials.</p> <p>Block 30: Check the applicable box for felony conviction.</p> <p>Block 31: Sign and date the form to attest that the foregoing information is true and complete to best of your knowledge.</p>
---	--

LIST OF ACCEPTABLE DOCUMENTS - All documents must not be expired.

Must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A - Documents that Establish Identity and Employment Authorization	OR	List B - Documents that Establish Identity	AND	List C - Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card. 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551). 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa. 4. Employment Authorization Document that contains a photograph (Form I-766). 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign Passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with and restrictions or limitations identified on form. 6. Passport from the Federal States of Micronesia (FSM) or the Republic of the Marshall Islands (RM) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and FSM or RM. 		<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address. 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address. 3. School ID card with a photograph 4. Voter's registration card. 5. U.S. Military card or draft record. 6. Military dependent's ID card. 7. U.S. Coast Guard Merchant Mariner Card. 8. Native American tribal document. 9. Driver's license issued by a Canadian government authority. <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card. 11. Clinic, doctor, or hospital record. 12. Day-care or nursery school record. 		<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION. (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION. 2. Certification of Birth Abroad issued by the Department of State (Form FS-545). 3. Certification of Birth issued by the Department of State (Form DS-1360). 4. Original or certified copy of birth certificate issued by a State, county, municipal authority or territory of the United States bearing an official seal. 5. Native American tribal document. 6. U.S. Citizen ID Card (Form I-197). 7. Identification Card for Use of Resident Citizen in the United States (Form I-179). 8. Employment authorization document issued by the Department of Homeland Security.

The remainder of the form will be completed by the Base Registrar Person conducting Identify Proofing process and NCIC check.

AGENCY DISCLOSURE STATEMENT:

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, East Tower, Suite 02G08, Alexandria, VA 22350-3100 OMB 0703-0081. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

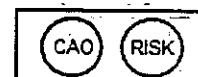
PLEASE DO NOT RETURN COMPLETED FORM TO THE ABOVE ADDRESS.
Completed form should be submitted to the Base Registrar.

SECNAV 5512/1 (APR 2014)

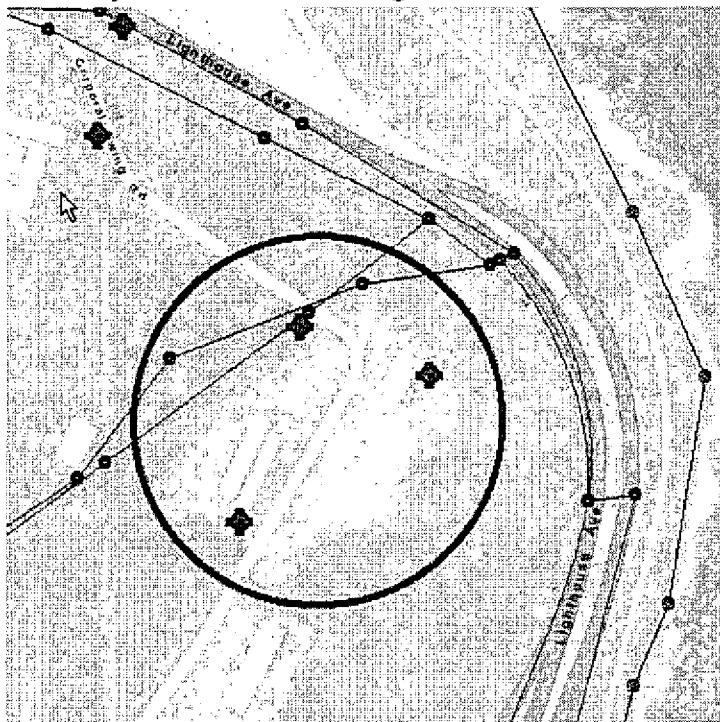
FOR OFFICIAL USE ONLY WHEN FILLED - PRIVACY SENSITIVE

Page 3 of 3

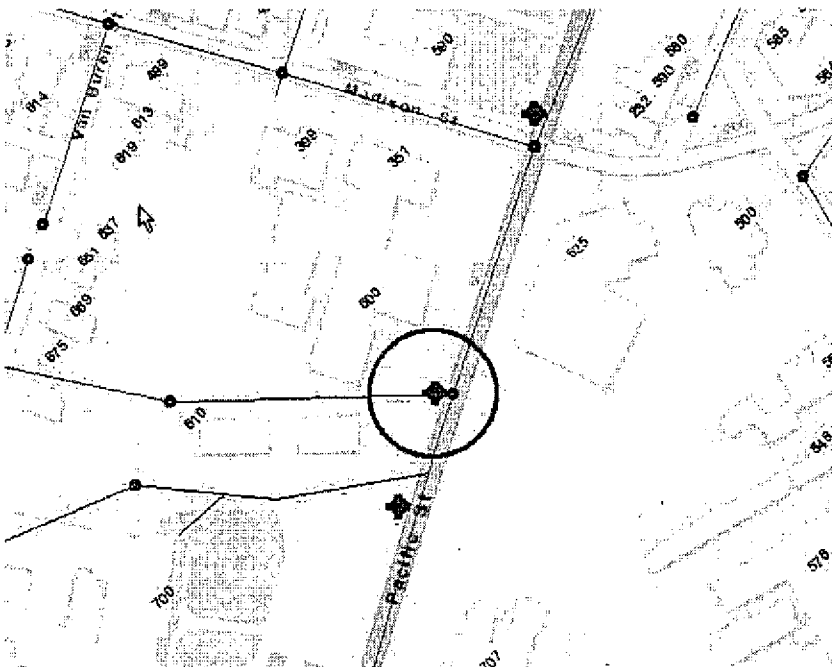
Any misuse or unauthorized disclosure of this information may result in both criminal and civil penalties.



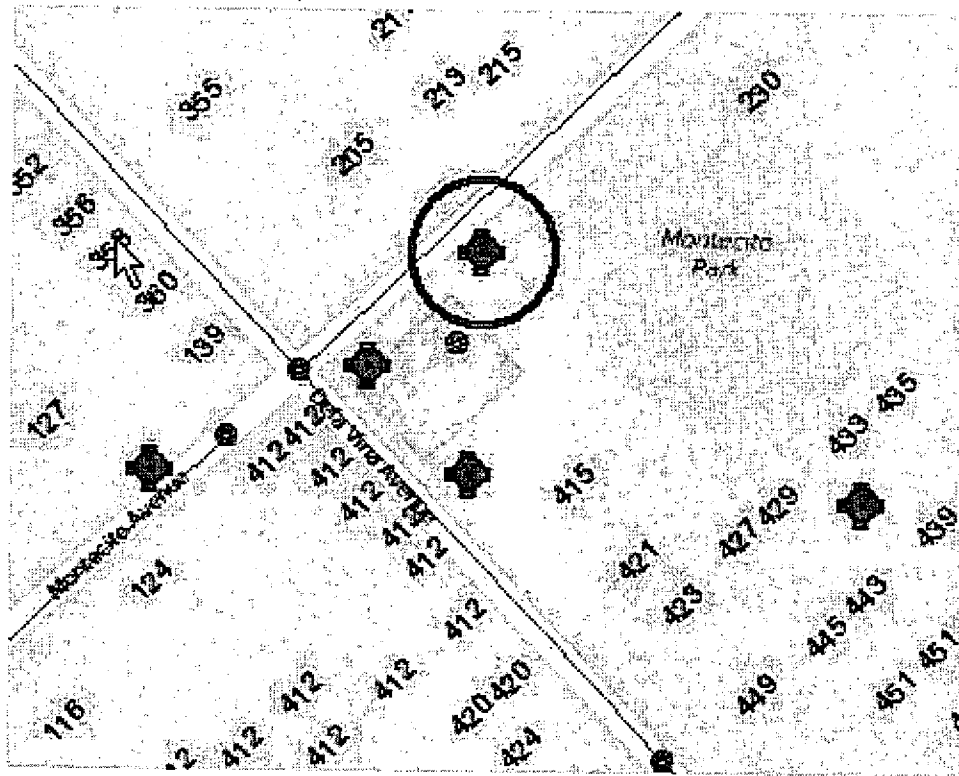
Approved Hydrants for Filling Tanks



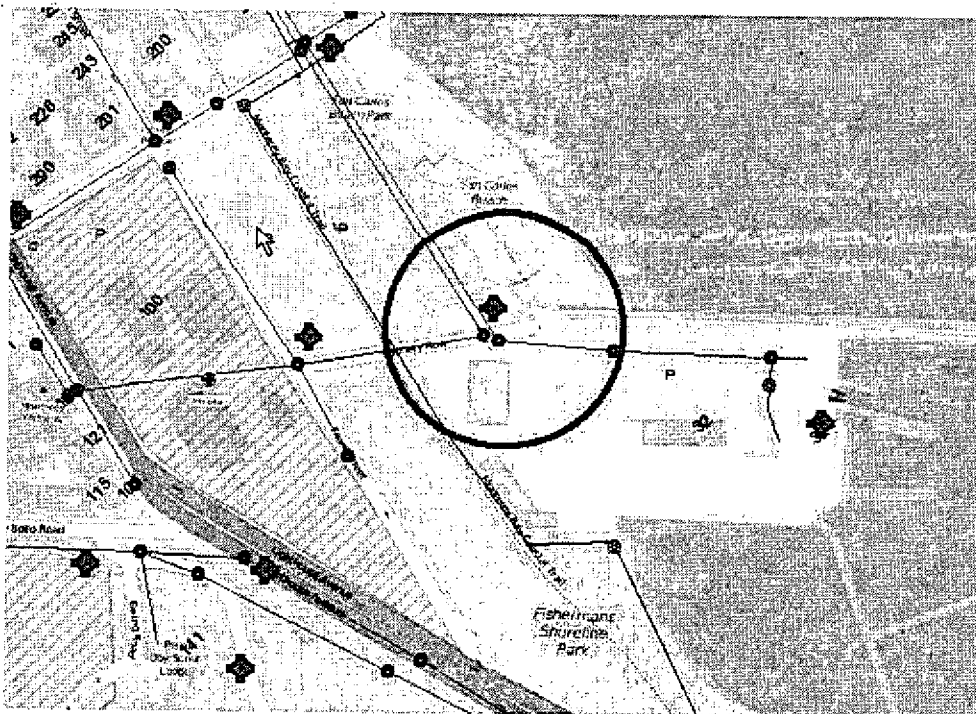
1. Lower POM (112 Corporal Ewing Rd)



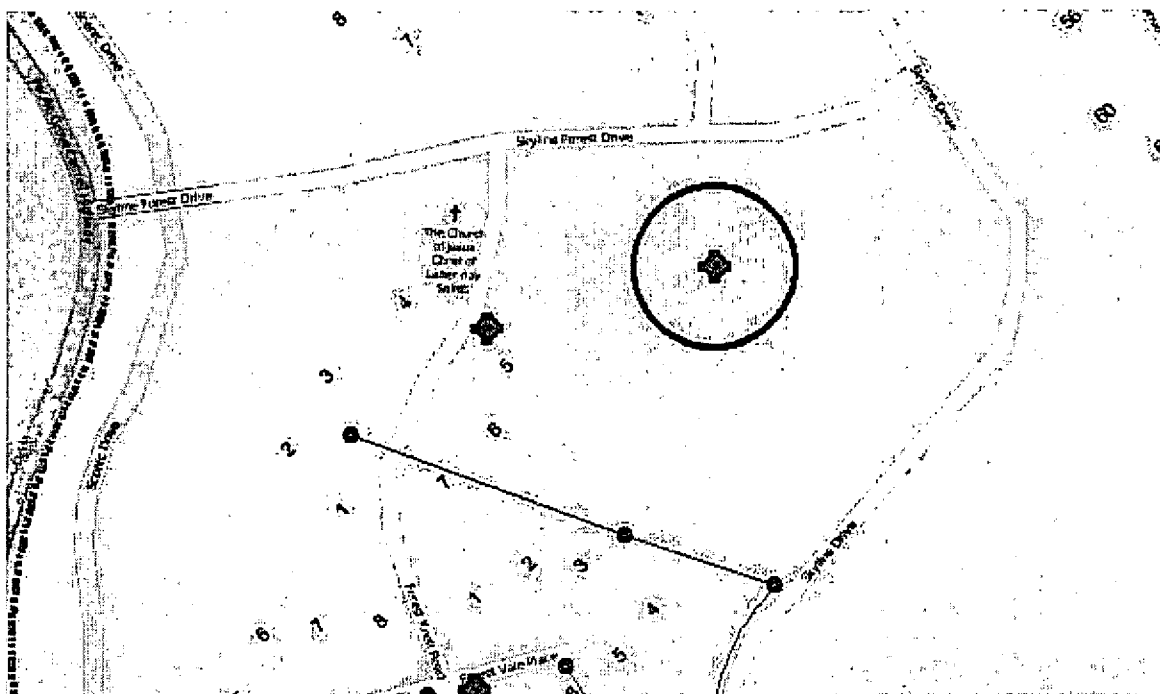
2. Firestation #1 (600 Pacific St)



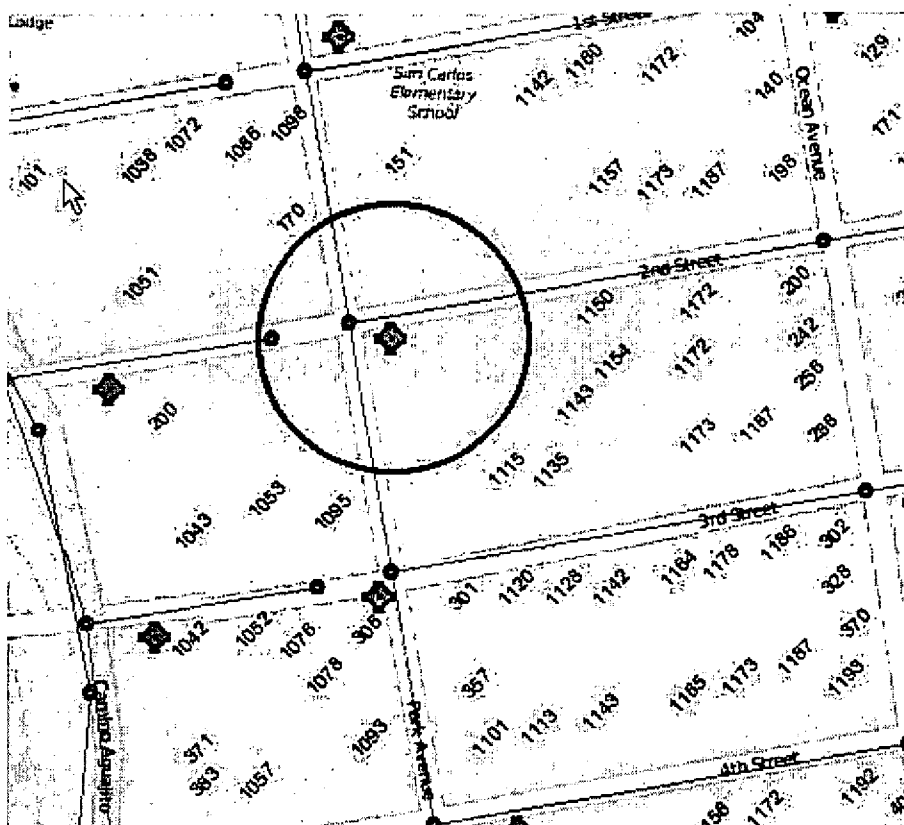
3. Firestation #3 (401 Dela Vina)



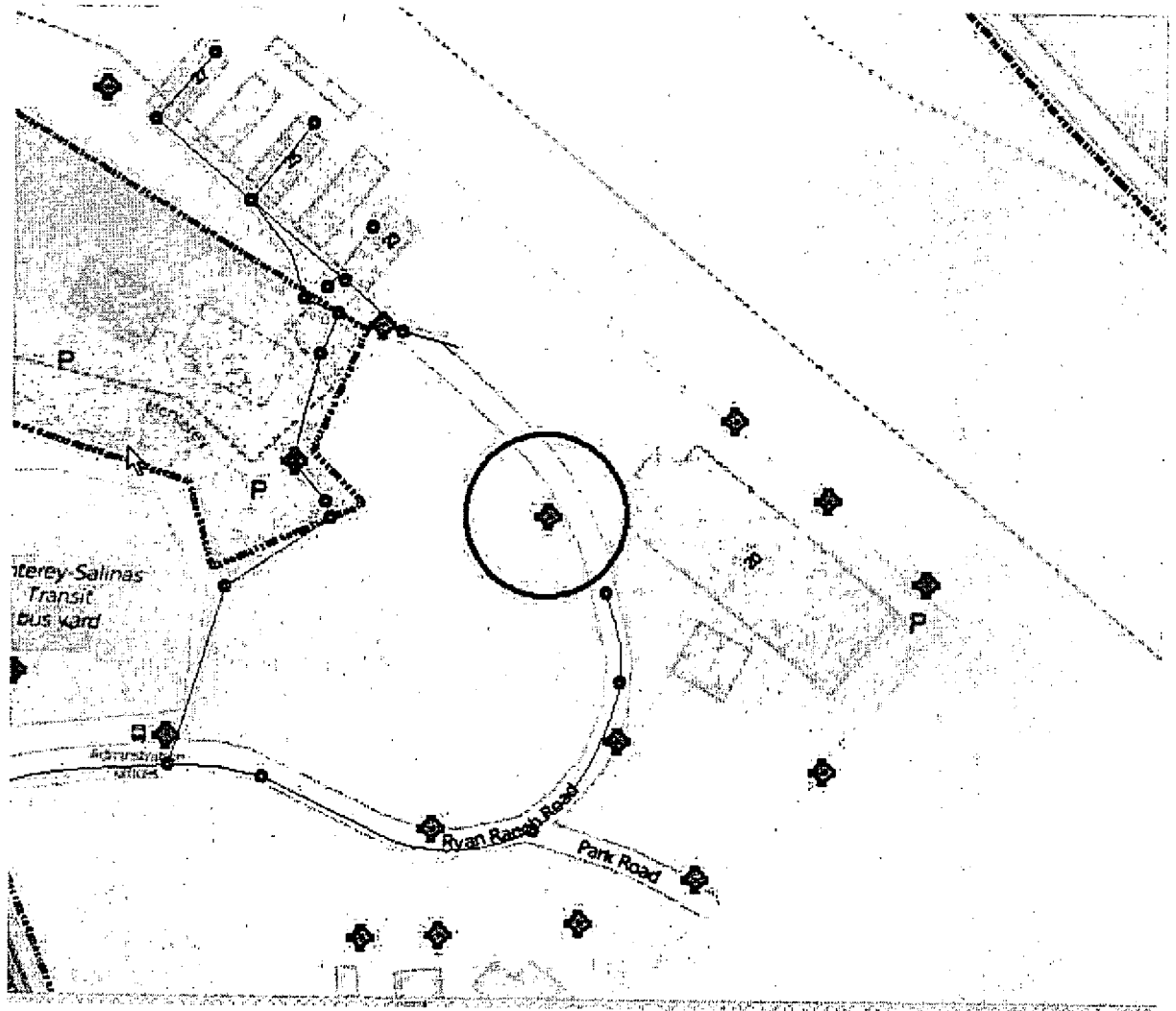
4. Coast Guard Pier by outdoor showers (near 32 Cannery Row)



5. At Church near 1 Skyline Forest Dr.



6. 2nd Street and Park Avenue (near 216 Park Ave)



7. Ryan Ranch Corp. Yard (near 20 Ryan Ranch Road)

[illegible]

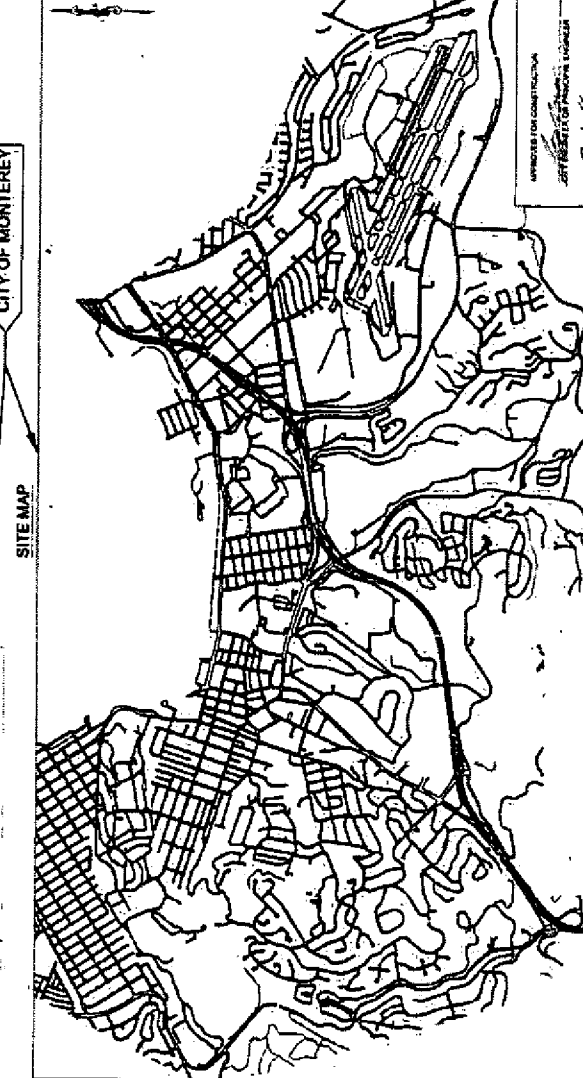
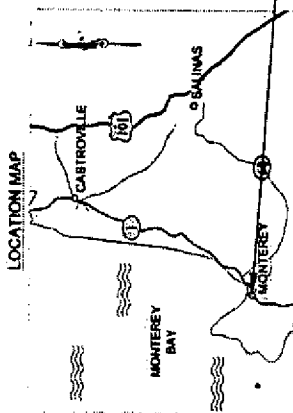
Agreement #: Ag-5780 - Page 131 of 173

RISK

Exhibit A

CITY WIDE STREET RESURFACING - PHASE 3

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010

[illegible]

GENERAL NOTES

CONSTRUCTION SHALL BE DONE AND TRAFFIC CONTROLLED IN ACCORDANCE WITH THE SCHEDULE FOR APPROVAL. FORTY-FOUR HOURS BEFORE THE START OF WORK, CONSTRUCTION SCHEDULE SHALL BE OBTAINED TO ALLOW ADJUSTMENT TO THE NEEDS OF THE ROAD AND BUSINESS CONCERNING WORKING HOURS. THE ROAD CLOSURE, STREET CLOSURE, AND A COMBINATION OF ACTIVITIES MAY BE UTILIZED TO ACHIEVE THE GOAL. STREET THAT RECEIVED SPOT REPAIR SHALL HAVE A FORTY-FOUR HOUR MINIMUM CLOSURE TIME BEFORE RESUMING NORMAL WORK.

CONTRACTOR SHALL FIELD VERIFY ALL STREETS TO BE RESURFACED. LIMITS OF SURFACE APPLICATION ARE APPROXIMATE SHOWN ON PLANS. CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS DEPARTMENT FOR EIGHT HOURS PRIOR TO COMMENCING WORK.

CONTRACTOR SHALL COORDINATE AND NOTIFY THE AFFECTED PROPERTY OWNERS, RESIDENTS, TENANTS AND/OR BUSINESS AT LEAST THREE (3) WORKING DAYS PRIOR TO SCHEDULED WORK. SEE SPECIFICATIONS.

ALL TRUCKS, LANE STRIPPING, MOVEMENTS, MANHOLES, AND PAVED PAVEMENT MARKINGS SHALL BE CLOUSED OFF PRIOR TO APPLICATION OF TYPE I AND TYPE II PRODUCT.

ALL STREETS TO RECEIVE SURFACE SEAL APPLICATION SHALL BE CLEANED FREE OF WEEDS PRIOR TO RESURFACING. WEEDS SHALL NOT BE REMOVED BY USE OF CHEMICALS.

ALL STREETS TO RECEIVE SURFACE SEAL APPLICATION SHALL BE CLEANED AND GRADED PRIOR TO RESURFACING. ALL STREETS TO RECEIVE SURFACE SEAL APPLICATION SHALL BE IN PLACE IN A MINIMUM OF THREE (3) DAYS PRIOR TO THE APPLICATION OF SURFACE SEAL. CRACK SEALING SHALL BE IN PLACE IN A MINIMUM OF THREE (3) DAYS PRIOR TO THE APPLICATION OF SURFACE SEAL. ALL UTILITY COVERS AND MONUMENTS SHALL BE PROTECTED BY THE CONTRACTOR BEFORE RESURFACING. ALL TRUCKS OF TEMPORARY PLASTIC AND RESURFACING MATERIALS SHALL BE REMOVED FROM ALL CORNERS AND MONUMENTS IN HOUR AFTER RESURFACING OPERATIONS.

IN ACCORDANCE WITH CALIFORNIA HIGHWAY SAFETY ACTS, CONTRACTOR SHALL PROTECT ALL HIGHWAY MEETS BY PLACING YELLOW FLASHING LIGHTS AT THE CATCH BASIN GRATE AND GUTTER. WORK IN FRONT OF CURB INLET TO PREVENT SLURRY SEAL PRODUCT AND DIRT FROM ENTERING DRAIN DRAIN SYSTEM.

ALL CONTRACTORS AND PERSONNEL MUST CARRY WITH THE CITY THE PROOF OF TRAINING ATTACHED TO ALL PERSONNEL. CUTTING AND MAINTENANCE OF TRAIL MARKINGS, TRAILS, OR FIELDS IS STRICTLY PROHIBITED UNLESS EXPRESSLY PERMITTED BY THE CITY FORESTER OR IN DISCHARGE. NO BOLL OR OTHER MATERIAL MAY BE DESTROYED, REMOVED OR MOVED NEAR THE WALLS OF THE STREETS WITHOUT PERMISSION OF THE CITY FORESTER OR INSPECTOR.

[illegible]

BREVIACTIONS

- INCH	TYPIC IN LUMBER
- FEET	
- LINEAL FEET	
- SQUARE FEET	
- CUBIC YARD	
- THERMOPLASTIC	
- TRUCK PLACED	
- PAVEMENT REPAIR	
- REMOVAL AND REPLACE	
[PAVEMENT SPOT REPAIR]	

LEGEND

_____	TYPIC IN LUMBER
1 X 2 X 6 OR 2 X 2 X 8	TYPIC IN BRIDGE

THE PROJECT CONDITIONS ALL UNPAVED MATERIAL AND EQUIPMENT SHALL BE REMOVED UPON COMPLETION OF PROJECT.

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

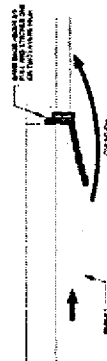
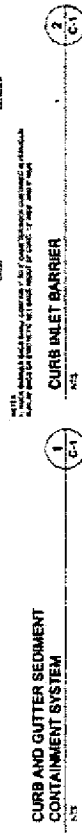
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 648 3021 WEBSITE: WWW.MONTEREY.ORG

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
560 PACIFIC STREET, MONTEREY, CA 93940
TEL. 431 648 3021 WEBSITE: WWW.MONTEREY.ORG

CITY WIDE STREET RESURFACING - PHASE 3		SHEET NO.	0-67
(35C4893)		DRAWN BY	J.M.A.S.
PROJECT PLACED BY MOJAVE P.		CHECKED BY	M.H.G.
COVER SHEET		TITLE	PART

[illegible]

Agreement #: Ag-5780 • Page 133 of 173.



CURB BERM

③

CITY WIDE STREET RESURFACING - PHASE 3
(28C1863)
PROJECT FUNDING BY MEASURE P

EROSION AND SEDIMENT CONTROL PLAN

ACTN 10/14/1961

NO	DATE
1	8/20/84



1


1

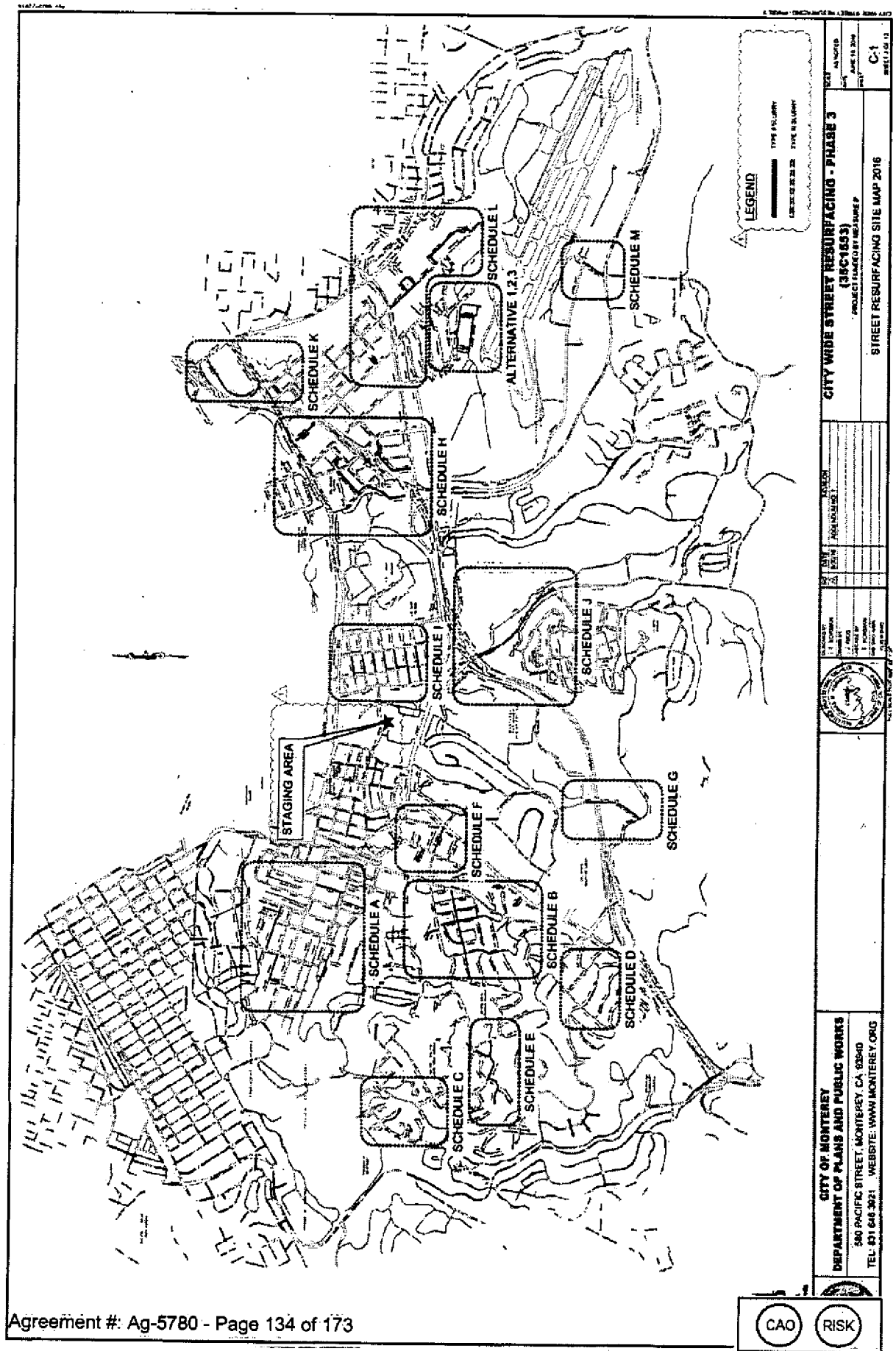
[illegible]

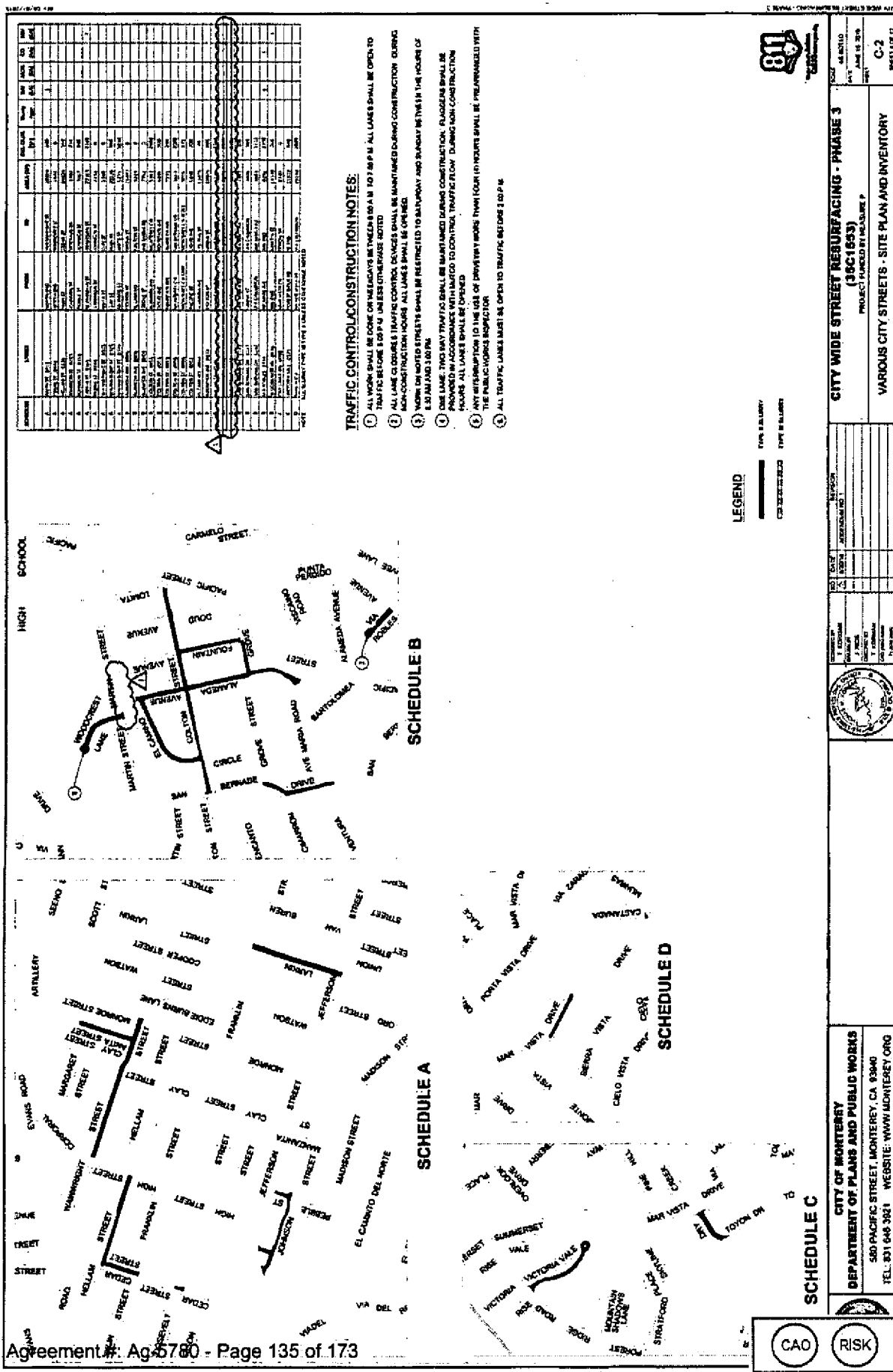
GREY
AND PUBLIC WORKS
GREY, CA 93940

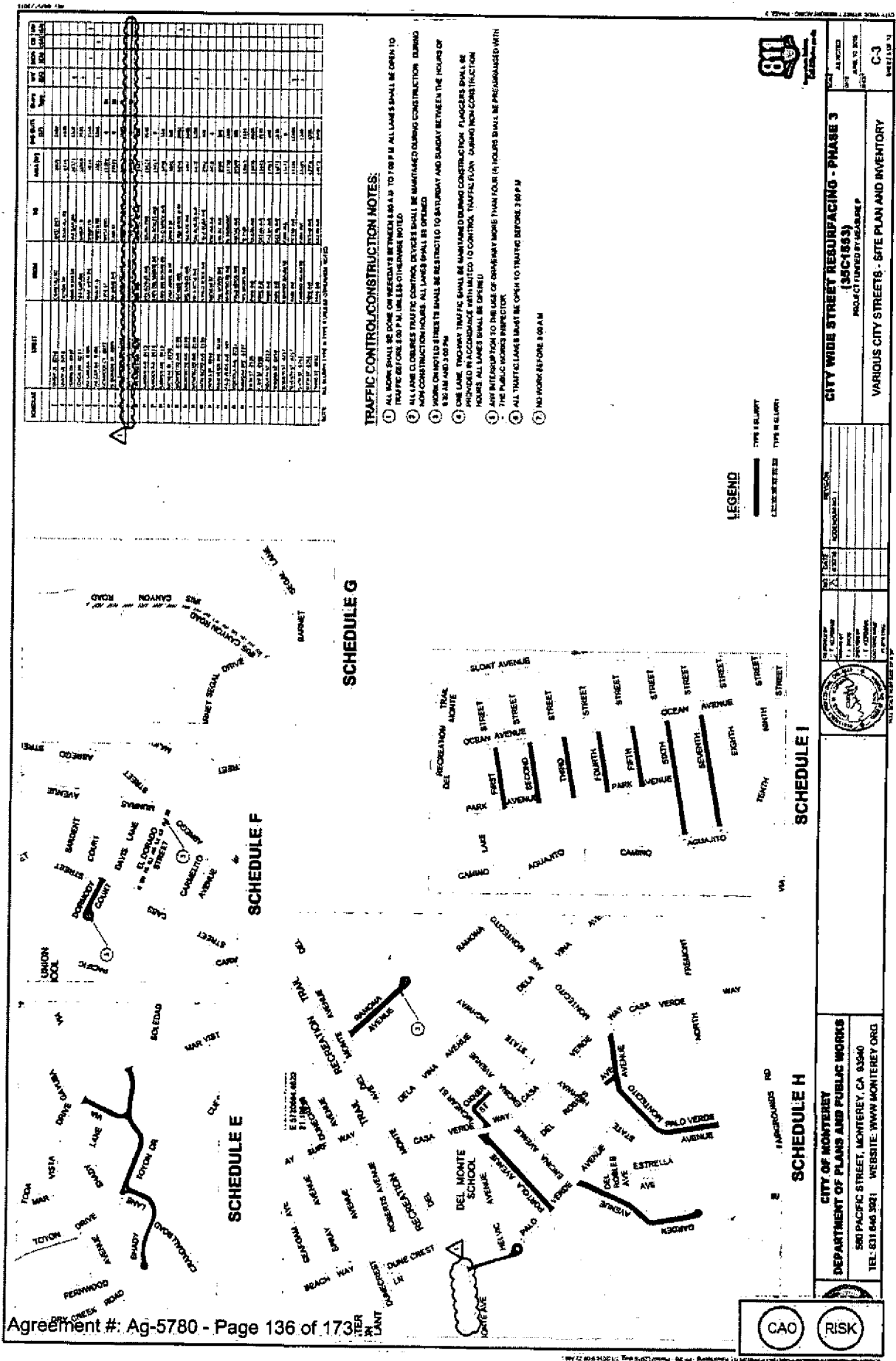
**CITY OF MONTGOMERY
OFFICE OF PLANS AND SPECIFICATIONS**

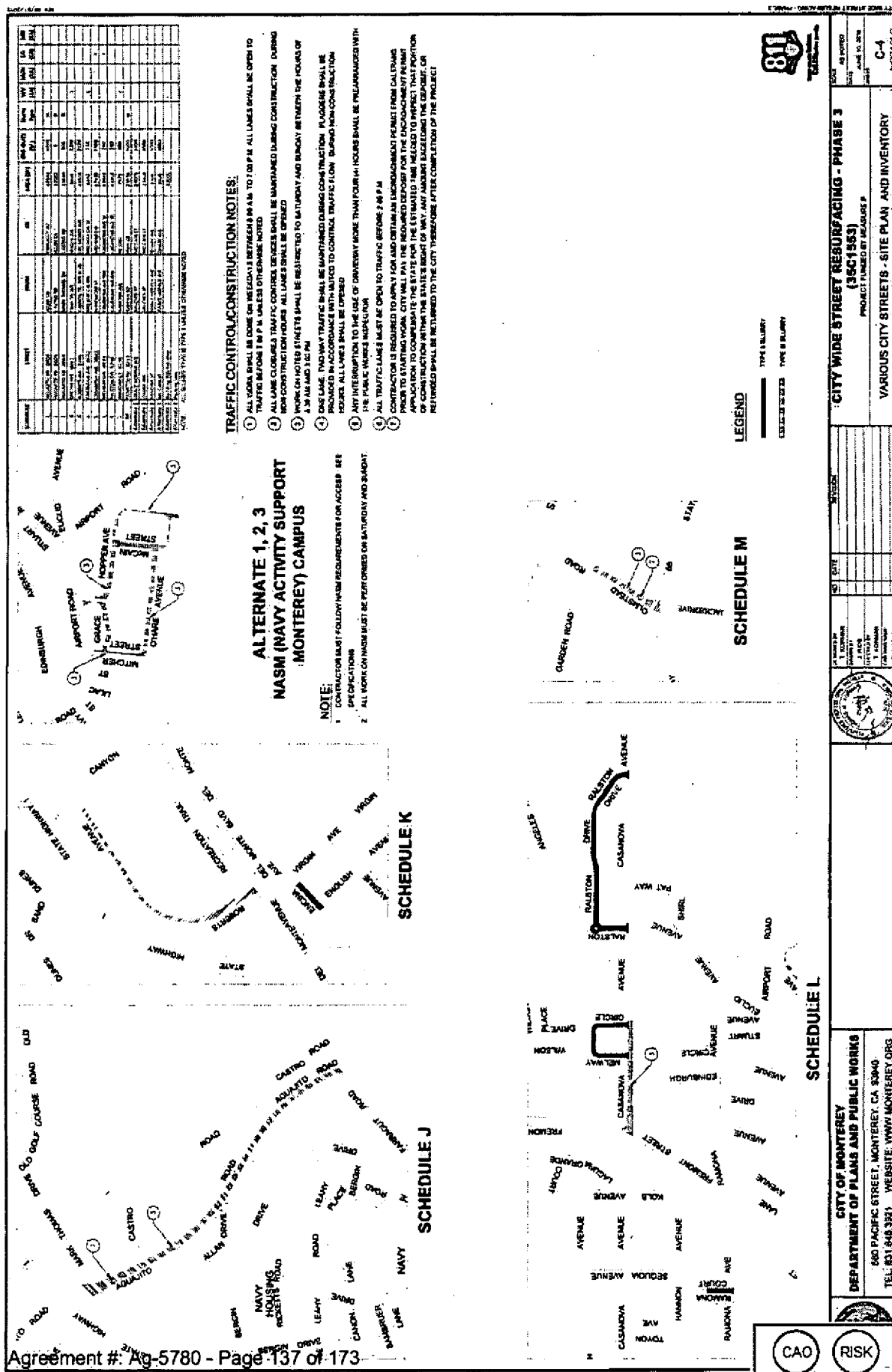
DEPARTMENT
560 PACIF







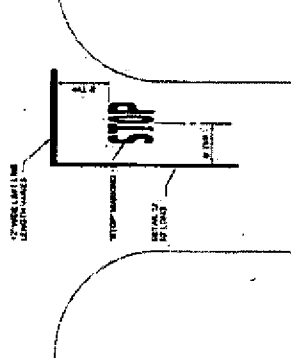




NEW INSTALLATION

Agreement # Ag-5780 Page 138 of 173

Table with multiple columns for project details, including project name, location, and various technical specifications.



NOTES:
1. ALL TRAFFIC LANE STRIPING, MARKINGS AND MARKING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. DETAILS IN LANE MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. ALL STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

"STOP" LEGEND DETAIL

REFRESH

Table with multiple columns for project details, including project name, location, and various technical specifications.

NOTES:
1. ALL TRAFFIC LANE STRIPING AND MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. DETAILS IN LANE MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. ALL STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

CAO RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3021 WEBSITE: WWW.MONTEREY.ORG

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3021 WEBSITE: WWW.MONTEREY.ORG

CITY WIDE STREET RESURFACING - PHASE 3
(36C1553)
PROJECT FUNDING BY DEPARTMENT
STRIPING, MARKINGS, AND MARKERS INVENTORY
C-5
SHEET 138 OF 173

MANHOLE FRAME AND COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

VALVE COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

MANHOLE FRAME AND COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

VALVE COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

MANHOLE FRAME AND COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

VALVE COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

MANHOLE FRAME AND COVER ADJUSTMENT

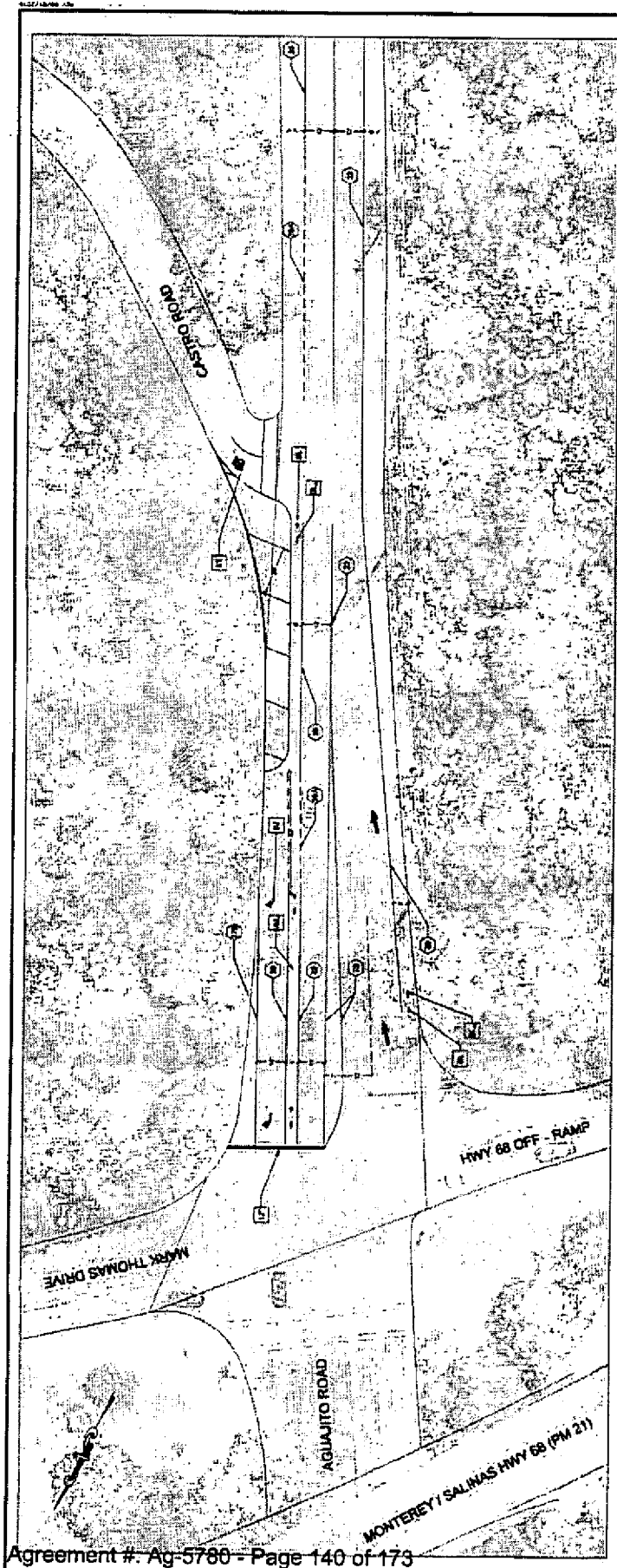
NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT

VALVE COVER ADJUSTMENT

NOTES:

1. CONCRETE FRAME AND COVER ADJUSTMENT
2. CONCRETE CURB ADJUSTMENT
3. CONCRETE COVER ADJUSTMENT
4. CONCRETE CURB ADJUSTMENT
5. CONCRETE COVER ADJUSTMENT
6. CONCRETE CURB ADJUSTMENT



Agreement #: Ag-5780 - Page 140 of 173

TRAFFIC CONTROL/CONSTRUCTION NOTES

- ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC
- ALL WORK SHALL BE DONE ON WEEDSIDE BETWEEN 8 AM TO 5 PM ALL LANE SHALL BE OPEN TO TRAFFIC BETWEEN 10 PM TO 5 AM UNLESS OTHERWISE NOTED
- ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE UNDISTURBED DURING CONSTRUCTION DURING NON-CONSTRUCTION HOURS ALL LANE SHALL BE OPENED
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH UNIFORM CONTROL TRAFFIC FLOW DURING NON-CONSTRUCTION HOURS ALL LANE 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 PRE-APPROVED WITH THE PUBLIC WORKS DEPARTMENT
- CONTRACTOR IS REQUIRED TO APPLY FOR AND OBTAIN AN ENCROACHMENT PERMIT ALL TRAFFIC PRIOR TO STARTING WORK CITY MAY REVOKE OR DEPOSIT THE RIGHT OF WAY IF ANY VIOLATION OF THE PERMIT OCCURS THE CITY SHALL BE RESPONSIBLE FOR THE DEPOSIT OR REFUND SHALL BE MADE TO THE CITY THEREAFTER AFTER COMPLETION OF THE PROJECT

STRIPING KEY

NEW INSTALLATION

- | | |
|-------------------------|------------------------------------|
| 1. DETAIL 10 (PARKING) | 11. 1" WHITE DASHED LINE (PARKING) |
| 2. DETAIL 11 (PARKING) | 12. 1" WHITE DASHED LINE (PARKING) |
| 3. DETAIL 12 (PARKING) | 13. 1" WHITE DASHED LINE (PARKING) |
| 4. DETAIL 13 (PARKING) | 14. 1" WHITE DASHED LINE (PARKING) |
| 5. DETAIL 14 (PARKING) | 15. 1" WHITE DASHED LINE (PARKING) |
| 6. DETAIL 15 (PARKING) | 16. 1" WHITE DASHED LINE (PARKING) |
| 7. DETAIL 16 (PARKING) | 17. 1" WHITE DASHED LINE (PARKING) |
| 8. DETAIL 17 (PARKING) | 18. 1" WHITE DASHED LINE (PARKING) |
| 9. DETAIL 18 (PARKING) | 19. 1" WHITE DASHED LINE (PARKING) |
| 10. DETAIL 19 (PARKING) | 20. 1" WHITE DASHED LINE (PARKING) |



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

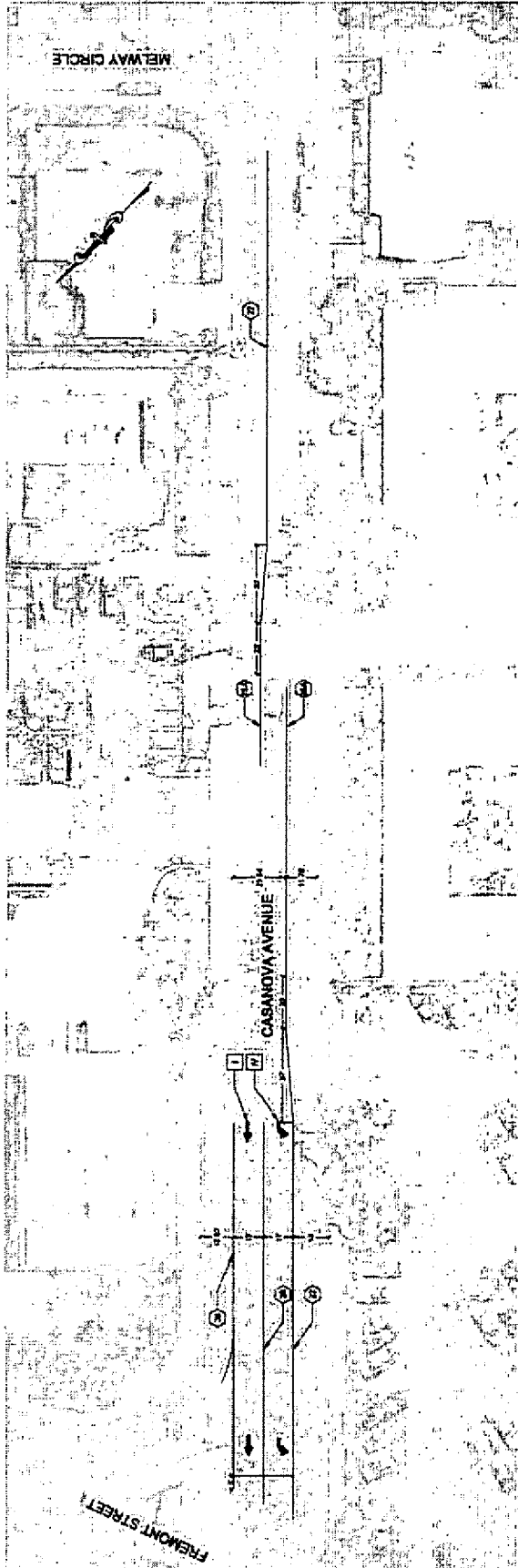
CITY WIDE STREET RESURFACING - PHASE 3
 PROJECT FUNDING BY MEASURE P
 AGUJITO ROAD @ MARK THOMAS DRIVE
 STRIPING PLAN

DATE: 11-17-18
 DRAWN: J. J. J.
 CHECKED: J. J. J.
 C-7
 SHEET 100-2

CAO

RISK

4/22/15/15/15



TRAFFIC CONTROL/CONSTRUCTION NOTES

- ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2011 MUTCD AND ALL LANE CLOSURES SHALL BE OPEN TO TRAFFIC BY 7:00 A.M. UNLESS OTHERWISE NOTED
- ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING NON-CONSTRUCTION HOURS ALL LANE CLOSURES SHALL BE OPENED
- FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC DURING CONSTRUCTION. FLAGGERS SHALL BE MAINTAINED DURING CONSTRUCTION HOURS. MAINTAIN ACCESS TO ADJACENT PROPERTY. MAINTAIN DETOUR PLAN
- ANY INTERRUPTION TO THE USE OF DRIVEWAY MORE THAN FOUR (4) HOURS SHALL BE COORDINATED WITH THE PUBLIC WORKS DEPARTMENT

STRIPING KEY

NEW INSTALLATION

- | | |
|----------------------------------|----------------------------------|
| 1. STOP LINED DRIVEWAY PAVEMENT | 16. STOP LINED DRIVEWAY PAVEMENT |
| 2. STOP LINED DRIVEWAY PAVEMENT | 17. STOP LINED DRIVEWAY PAVEMENT |
| 3. STOP LINED DRIVEWAY PAVEMENT | 18. STOP LINED DRIVEWAY PAVEMENT |
| 4. STOP LINED DRIVEWAY PAVEMENT | 19. STOP LINED DRIVEWAY PAVEMENT |
| 5. STOP LINED DRIVEWAY PAVEMENT | 20. STOP LINED DRIVEWAY PAVEMENT |
| 6. STOP LINED DRIVEWAY PAVEMENT | 21. STOP LINED DRIVEWAY PAVEMENT |
| 7. STOP LINED DRIVEWAY PAVEMENT | 22. STOP LINED DRIVEWAY PAVEMENT |
| 8. STOP LINED DRIVEWAY PAVEMENT | 23. STOP LINED DRIVEWAY PAVEMENT |
| 9. STOP LINED DRIVEWAY PAVEMENT | 24. STOP LINED DRIVEWAY PAVEMENT |
| 10. STOP LINED DRIVEWAY PAVEMENT | 25. STOP LINED DRIVEWAY PAVEMENT |
| 11. STOP LINED DRIVEWAY PAVEMENT | 26. STOP LINED DRIVEWAY PAVEMENT |
| 12. STOP LINED DRIVEWAY PAVEMENT | 27. STOP LINED DRIVEWAY PAVEMENT |
| 13. STOP LINED DRIVEWAY PAVEMENT | 28. STOP LINED DRIVEWAY PAVEMENT |
| 14. STOP LINED DRIVEWAY PAVEMENT | 29. STOP LINED DRIVEWAY PAVEMENT |
| 15. STOP LINED DRIVEWAY PAVEMENT | 30. STOP LINED DRIVEWAY PAVEMENT |



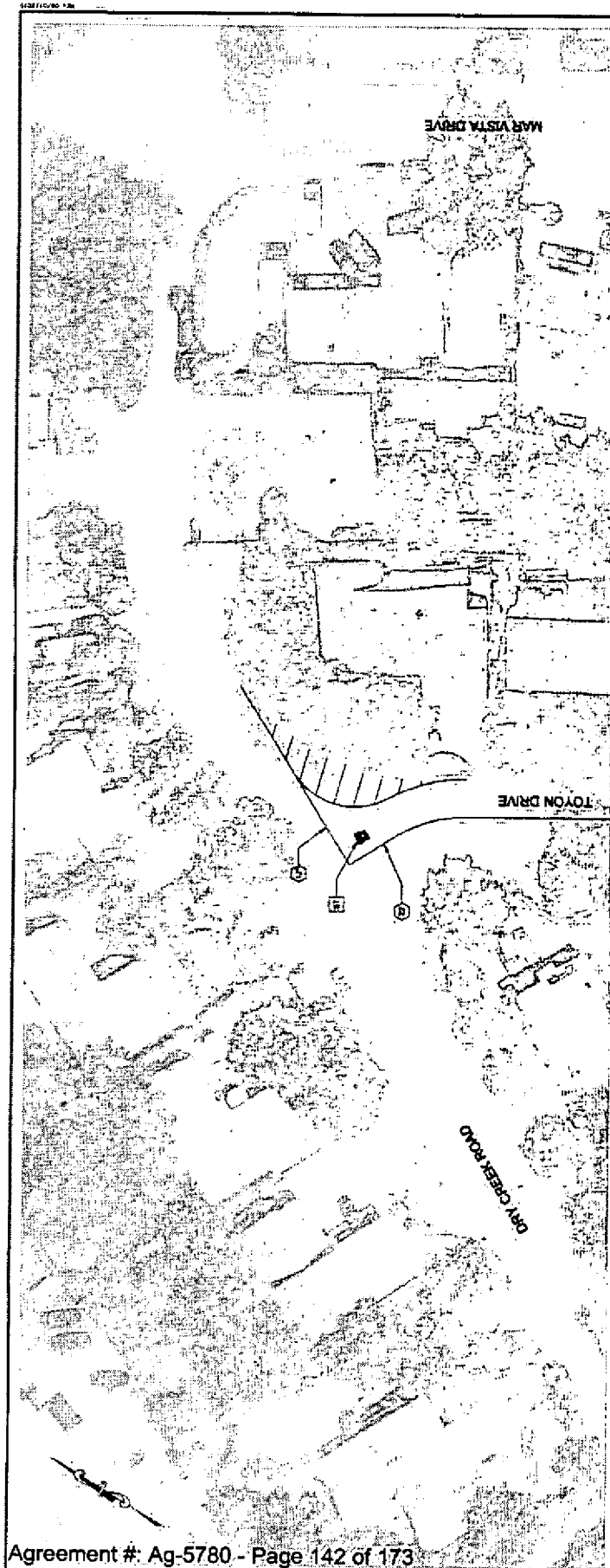
CAO

RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 500 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.648.3021 WEBSITE: WWW.MONTEREY.ORG

CITY WIDE STREET RESURFACING - PHASE 3
 PROJECT FUNDED BY MEASURE P
 CASANOVA AVENUE @ FREMONT STREET
 STRIPING PLAN

DATE: 11/11/15
 DRAWN BY: C-8
 CHECKED BY: [Signature]
 SCALE: 1" = 10'



TRAFFIC CONTROL/CONSTRUCTION NOTES

1. ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC
2. ALL WORK SHALL BE DONE ON THE OFF-PEAK HOURS OF 10:00 PM TO 5:00 AM, 7 DAYS A WEEK, UNLESS OTHERWISE NOTED.
3. ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. DURING WORK CONSTRUCTION VEHICLES ALL LANE SHALL BE OPENED.
4. FLAGGERS SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC. FLAGGERS SHALL BE TRAINED AND CERTIFIED. FLAGGERS SHALL BE OPERATED FROM A SAFE LOCATION. FLAGGERS SHALL BE PLACED TO PREVENT CONSTRUCTION VEHICLES FROM ENTERING TRAFFIC. PROVIDE DETOUR PLAN.
5. ANY INTERRUPTION TO THE USE OF DRY CREEK ROAD SHALL BE FOR NO MORE THAN FOUR (4) HOURS SHALL BE PRE-ARRANGED WITH THE PUBLIC WORKS DEPARTMENT.

STRIPING KEY

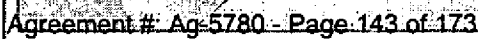
NEW INSTALLATION

- | | |
|-----------------------|--------------------------------|
| 1. DETAIL 1 (CHURN) | 11. STOP SIGN (WHITE PLATE) |
| 2. DETAIL 2 (CHURN) | 12. CYCLIST LANE (WHITE PLATE) |
| 3. DETAIL 3 (CHURN) | 13. PARKING LOT (WHITE PLATE) |
| 4. DETAIL 4 (CHURN) | 14. BOLD LANE (WHITE PLATE) |
| 5. DETAIL 5 (CHURN) | 15. BOLD LANE (WHITE PLATE) |
| 6. DETAIL 6 (CHURN) | 16. BOLD LANE (WHITE PLATE) |
| 7. DETAIL 7 (CHURN) | 17. BOLD LANE (WHITE PLATE) |
| 8. DETAIL 8 (CHURN) | 18. BOLD LANE (WHITE PLATE) |
| 9. DETAIL 9 (CHURN) | 19. BOLD LANE (WHITE PLATE) |
| 10. DETAIL 10 (CHURN) | 20. BOLD LANE (WHITE PLATE) |

1" = 40'

GRAPHIC SCALE
1" = 40'

CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831-646-3921 WEBSITE: WWW.MONTEREY.ORG		CITY WIDE STREET RESURFACING - PHASE 3 PROJECT FUNDING BY MEASURE P TOYON DRIVE @ DRY CREEK ROAD STRIPING PLAN	
PROJECT NO. 15-001 SHEET NO. 15-001-01 DATE: 10/15/15 DRAWN BY: J. GARCIA CHECKED BY: J. GARCIA APPROVED BY: J. GARCIA		SCALE: 1" = 40' DATE: 10/15/15 SHEET NO. 15-001-01 C-8 SHEET 11 OF 12	



ONE LANE MUST BE OPEN AT ALL TIMES FOR EMERGENCY TRAFFIC.

ALL WORK SHALL BE DONE ON WEDNESDAY EVENING FROM 7:00 PM TO 7:00 PM. ALL LANE 3 SHALL BE OPEN TO TRAFFIC BY 7:00 PM. ON THIS DATE, OTHERWISE NOTED.

ALL LANE CLOSURES TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING CONSTRUCTION. SUFFICIENT NON-CONSTRUCTION TRUCKS, ALL LANE 3 SHALL BE CLOSING FLAGGING SHALL BE PROVIDED IN ACCORDANCE WITH MUTCD TO CONTROL TRAFFIC. FLAGGING SHALL BE CONDUCTED FOR TWO HOURS. ALL LANE 3 SHALL BE OPENED AGAIN TO TRAFFIC FOR TWO HOURS. TRAFFIC SHALL BE MAINTAINED IN THE SAME DIRECTION TO ADJACENT PROPERTY, PRODUCE OF THIS PLAN.

ANY REQUEST TO USE THE USE OF TEMPORARY WORK TRAILER IN LANE 3 SHALL BE PRE-ARRANGED WITH THE PUBLIC WORKS DEPARTMENT.

CONTRACTOR IS REQUESTED TO ADVISE LOCAL AND STATE LAW ENFORCEMENT THAT THE CONTRACTOR IS MAINTAINING TRAFFIC ON LANE 3. THE CONTRACTOR SHALL BE REQUESTED TO ADVISE THE CITY THAT THE REQUESTED PERMIT IS NON-EMERGENCY PERMIT. APPLICATION TO COMPENSATE THE STATE FOR THE TIME REQUIRED TO MAINTAIN TRAFFIC ON LANE 3. THE CONTRACTOR SHALL BE REQUESTED TO ADVISE THE CITY THAT PORTION OF CONSTRUCTION IMPROVEMENTS TO LANE 3 SHALL BE COMPLETED BY THE CITY. THE CONTRACTOR SHALL BE REQUESTED TO ADVISE THE CITY THAT THE IMPROVEMENTS TO LANE 3 SHALL BE COMPLETED BY THE CITY.

NEW INSTALLATION

- [illegible]



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

CITY WIDE STREET RESURFACING - PHASE 3

and a lot more and we're looking forward to it.

CAO



Bid Proposal

Citywide Street Resurfacing (Slurry), Phase 3 Monterey, California Project No. 35C1553



Submitted By:

GRANITE

*580 West Beach Street
Watsonville, California 95076
Phone: (831) 763-6100
Fax: (831) 761-1042*

APPENDIX A: BID PROPOSAL FORMSCITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS**BID PROPOSAL COVER SHEET**

FOR

**CITYWIDE STREET RESURFACING (SLURRY), PHASE 3
(35C1553)**

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> ✓

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

 Signature
 Pennington B. Shortes, Area Manager

July 12, 2016
 Date

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. Harjehausen, 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



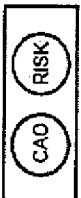
ATTESTERS

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. Harjehausen, 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 STREET RESURFACING (SLURRY), PHASE 3
(35C1553)

CITY OF MONTEREY

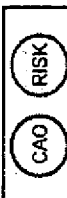
PART II: PROPOSAL

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:

BASE BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	185,000.00	185,000.00
2	Storm Water Compliance	1	LS	23,800.00 P.S. 15,650.00	23,800.00 P.S. 15,650.00
3	Traffic Control	1	LS	100,000.00	100,000.00
4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	130,000	SF	7.25	942,500.00
5	Remove, Replace, and Adjust Water Valve Box to Grade	23	EA	845.00	19,435.00
6	Remove, Replace, and Adjust Monument Well to Grade	1	EA	845.00	845.00
7	Remove, Replace, and Adjust Monument Cleanout Box to Grade	4	EA	1,620.00	6,480.00
8	Manhole Adjustment to Grade	5	EA	1,620.00	8,100.00
9	Crack Sealing	1	LS	60,000.00 P.S. 41,000.00	60,000.00 P.S. 41,000.00
10	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS	30,000.00 P.S. 24,350.00	30,000.00 P.S. 24,350.00
11	Type II Slurry Seal	955,000	SF	0.20	191,000.00
12	Type III Slurry Seal	15,000	SF	0.35 P.S. 0.40	5,250.00 P.S. 6,000.00
13	Post Sweep	1	LS	10,000.00 P.S. 8,000.00	10,000.00 P.S. 8,000.00
14	Detail 2 Traffic Line, Thermo	1,500	LF	0.50	750.00
15	Detail 4 Traffic Line, Thermo	5500	LF	0.60	3,300.00
16	Detail 12 Traffic Line, Thermo	125	LF	0.32	39.50
17	Detail 22 Traffic Line, Thermo	3,800	LF	0.50	1,900.00
18	Detail 23 Traffic Line, Thermo	600	LF	1.20	720.00



19	Detail 27B Traffic Line, Thermo	5,000	LF	0.32	1,500.00
20	Detail 27C Traffic Line, Thermo	350	LF	0.60	210.00
21	Detail 38 Traffic Line, Thermo	250	LF	0.60	150.00
22	Detail 39 Bike Ln 6" WH Traffic Line, Thermo	1,500	LF	0.40	600.00
23	Detail 39A BikeSkip 6" WH Traffic Line, Thermo	250	LF	0.60	150.00
24	Limit Line 12" wide (Paint, White)	750	SF	3.50	2,625.00
25	Legend "STOP" (Paint, White)	950	SF	4.60	4,370.00
26	ZEBRA XWALK (Paint, White)	5,500	SF	3.40	18,700.00
27	ZEBRA XWALK (Paint, Yellow)	750	SF	3.40	2,550.00
28	4" Parking Stall Line (Paint, White)	325	SF	4.00	1,300.00
29	4" Parking Tees (Paint, White)	100	SF	4.00	400.00
30	Legend "BIKE" (Paint, White)	10	SF	4.50	45.00
31	Legend "LANE" (Paint, White)	50	SF	4.50	225.00
32	Arrow TYPE I (Paint, White)	125	SF	4.00	500.00
33	Arrow TYPE IV (L/R) (Paint, White)	175	SF	77.3 4.00	700.00
34	Bike Lane Path (MMA, Green)	2500	SF	7.00	17,500.00
35	Pavement Marker, Type BB (Blue)	68	EA	9.00	612.00
36	Refresh Pavement Markings	1,500	SF	2.50	3,750.00
37	Traffic Loops	9	EA	500.00	4,500.00
TOTAL BASE BID (ITEMS 1 THROUGH 36) (In Words)					(In Figures)
P.S. ONE million seven hundred seventy six thousand hundred one million six hundred fifty thousand seven hundred four dollars and fifty cents					\$ 1,776,254.00 1,650,704.50

**ALTERNATE A - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
A1	Mobilization and Demobilization	1	LS	10,000.00	10,000.00
A2	Storm Water Compliance	1	LS	3,000.00	3,000.00
A3	Traffic Control	1	LS	6,000.00	6,000.00
A4	Hot Mix Asphalt Mill Grind and Replace (6" thick, 3/4" agg.)	2,500	SF	13.00	32,500.00

A5	Crack Sealing	1	LS	8,000.00	8,000.00
A6	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS	2,800.00	2,800.00
A7	Type III Slurry Seal	80,100	SF	0.30 0.30 P.S.	24,030.00 24,030.00
A8	Post Sweep	1	LS	2,000.00 4,000.00 P.S.	2,000.00 4,000.00 P.S.
A9	Limit Line 12" wide (Paint, White)	245	SF	3.40	833.00
A10	Legend "STOP" (Paint, White)	44	SF	4.50	198.00
A11	ZEBRA XWALK (Paint, White)	700	SF	3.40	2,380.00
A12	4" Parking Tees (Paint, White)	75	SF	4.00	300.00
A13	"ISA" LEGEND (Paint, Blue & White)	138	SF	4.50	621.00
A14	Arrow TYPE IV (L/R) (Paint, White)	105	SF	4.00	420.00
A15	Curb (Paint, Blue)	120	SF	2.00	240.00
A16	Curb (Paint, Red)	935	SF	2.00	1,870.00
A17	Curb (Paint, Yellow)	140	SF	2.00	280.00
A18	Curb (Paint, Green)	160	SF	2.00	320.00
A19	Pavement Marker, Type BB (Blue)	8	EA	9.00	72.00
TOTAL ALTERNATIVE A BID (ITEMS A1 THROUGH A19) (In Words)					(In Figures)
one ninety-five thousand eight hundred sixty-four dollars					\$ 95,864.00

**ALTERNATE B - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
B1	Crack Sealing	1	LS	12,000.00 7,000.00 P.S.	12,000.00 7,000.00 P.S.
B2	Removal of Traffic Stripes, Pavement Markings and Markers	1	LS	600.00	600.00
B3	Type III Slurry Seal	31,700	SF	0.30	9,510.00
B4	Post Sweep	1	LS	2,000.00	2,000.00
B5	"ISA" LEGEND (Paint, Blue & White)	23	SF	3.50	80.50
B6	4" Parking Tees (Paint, White)	200	SF	2.50	500.00
TOTAL ALTERNATIVE B BID (ITEMS B1 THROUGH B6) (In Words)					(In Figures)

twenty four thousand six hundred ninety dollars and fifty cents.	\$ 24,690. ⁵⁰
---	-----------------------------

ALTERNATE C - BID SCHEDULE: NAVAL SUPPORT ACTIVITY MONTEREY (NSAM) CAMPUS

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
C1	4" Parking Stall Line (Paint, White)	2,000	SF	2. ⁵⁰	5,000. ⁰⁰
TOTAL ALTERNATIVE C BID (ITEMS C1) (In Words) Five thousand dollars.					(In Figures) \$ 5,000. ⁰⁰

GRAND TOTAL BID (BASE BID PLUS ALTERNATE A, PLUS ALTERNATE B, PLUS ALTERNATE C) (In Words) One million seven hundred seventy six thousand two hundred fifty nine dollars					(In Figures) \$ 1,776,259. ⁰⁰
--	--	--	--	--	--

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Total Base Bid (Items 1 through 37), plus Alternate A (Items A1 through A19), plus Alternate B (Items B1 through B6), plus Alternate C (Items C1)).

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

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

Santa Cruz COUNTY, CALIFORNIA, ON July 12, 2016

Name of Firm: GRANITE CONSTRUCTION COMPANY

Address: 580 West Beach Street, Watsonville CA 95076

Telephone: (831) 763-6100

Email: penn.shortes@gcinc.com

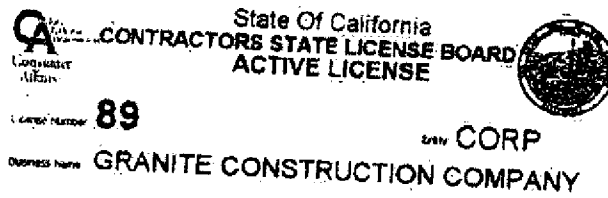
(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

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


Signature

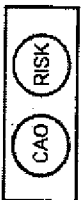
Pennington B. Shortes, Area Manager
Printed Name and Title





License Number **89**
Business Name **GRANITE CONSTRUCTION COMPANY**
Entity **CORP**

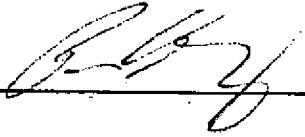
Classification: C36 C10 A B C57 C-2 C-8 C12
C21 C27 C29 C35 C42 C45 C39
C50 C51 C31
Expiration Date **05/31/2017**
www.cslb.ca.gov



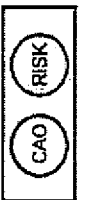
ACKNOWLEDGEMENT OF ADDENDA

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

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

DATE RECEIVEDJuly 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
St Francis Electrical	338324	1000004346	San Leandro CA	Electrical
Super Seal and Strip	346627	100000725 P.S. 100000752	Fillmore CA	Striping
Johnson Construction Company	981209	1000002380	Concord CA	utility adj.
Pavement Coatings	303609	1000002382	Woodland CA	Slurry



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 12th day of July, 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 12th day of July, 2016 in Watsonville [city], Santa Cruz County, California.

Signature

Pennington B. Shortes, Area Manager

Printed Name and Title

BID BOND
(To be Submitted with Bid)

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 Street Resurfacing, Phase 3 (35C1553)**

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 c 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.

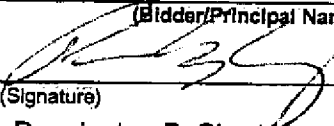
In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

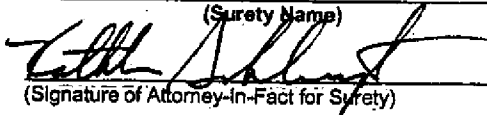
[CONTINUED NEXT PAGE]



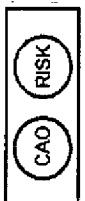
Agreement #: Ag-5780 - Page 160 of 173

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 5th day of July, 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)
	Kathleen Schreckengost
	(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	
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
swbishop@chubb.com	
(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

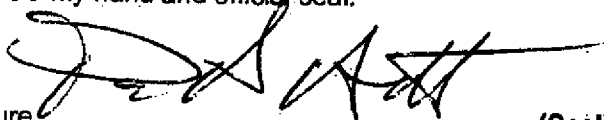
On July 12, 2016 before me, Patricia A. Arnett, Notary Public
(insert name and title of the officer)

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



RISK

CAO

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 July 5, 2016 before me, Sumi Sohn-Rigler, Notary Public
(insert name and title of the officer)

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

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

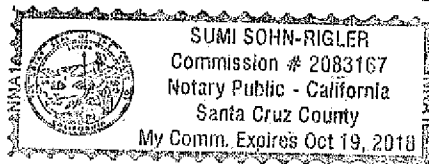
WITNESS my hand and official seal.

Signature

Sumi Sohn-Rigler

(Seal)

Sumi Sohn-Rigler, Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

**Attn: Surety Department
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 July 5, 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

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, Pennington B. Shortes the Area Manager of
 (Name) (Title)

GRANITE CONSTRUCTION COMPANY, 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.

GRANITE CONSTRUCTION COMPANY

(Contractor Name)

By:

(Signature)

Pennington B. Shortes, Area Manager



PERFORMANCE BONDBOND NO. 82448650PREMIUM: \$3,908.00

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 Street Resurfacing is hereby referred to and made a part hereof; and (Slurry), Phase 3 Project (35c1553)

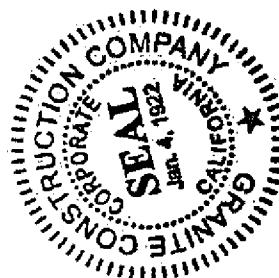
WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

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 Seven Hundred Seventy-Six Thousand Dollars (\$ \$1,776,259.00) 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.

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 CompanyBy [Signature]
PRINCIPAL Jigisha Desai, Vice PresidentBy: N/A
PRINCIPAL**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 August 24, 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.

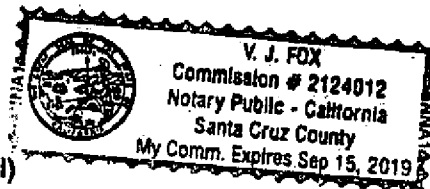
WITNESS my hand and official seal.

Signature



V.J. Fox, Notary Public

(Seal)



PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: 82448650

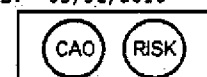
KNOW ALL MEN/WOMEN BY THESE PRESENT that we, Granite Construction Company as Principal (also referred to herein as "CONTRACTOR"), and Federal Insurance Company as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of One Million Seven Hundred Seventy-Six Thousand Two Hundred Fifty-Nine Dollars (\$\$1,776,259.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the Citywide Street Resurfacing (Slurry), Phase 3 Project (35c1553) in accordance with OWNER's Call for Bids documents and Principal's Bid Dated July 12, 2016, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Executed in 2 Counterparts



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

24th day of August, 20 16

Federal Insurance Company

Surety

By: [Signature]

Ashley Stinson, Attorney-in-Fact

Print Name

15 Mountain View Road

Address

Warren, NJ 07059

(908) 903-3451

Telephone Number

()

FAX Telephone Number

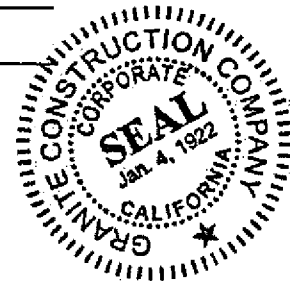
Granite Construction Company

Principal

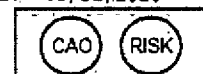
By: [Signature]

Jigisha Desai, Vice President

Print Name/Title



NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



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 August 24, 2016 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

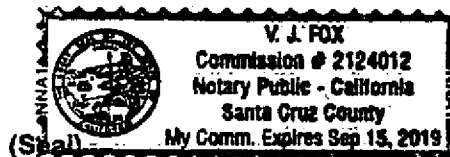
personally appeared Ashley Stinson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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





**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 **Rigisha Desai, John D. Gibiland, 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. 2318835
Commission Expires July 18, 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:

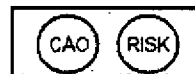
- (i) the foregoing extract of the By-Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal 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 **August 24, 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



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 12th day of July, 2016 in Watsonville [city], Santa Cruz County, California.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



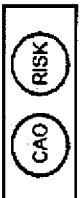
DEBARMENT AND SUSPENSION CERTIFICATION

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 12th day of July, 2016 in Watsonville [city], Santa Cruz County, California.

Signature

Pennington B. Shortes, Area Manager

Printed Name and Title