

PUBLIC WORKS CONTRACT (Formal Bid)

**Dennis the Menace Walkway/Access Improvements & CW - DTM Park-North Side Path ADA Upgrades
Projects (32n1421)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 9th day of January, 2017, 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 **Dennis the Menace Walkway/Access Improvements & CW - DTM Park-North Side Path ADA Upgrades Projects**. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated November 8, 2016, for the Total Base Bid (Items 1 through 14) in an amount not to exceed **Three Hundred Seventy One Thousand, Two Hundred Ninety Two dollars and Fifty cents dollars (\$371,292.50)** 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 working days (60) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7028.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on December 6, 2016 by Resolution 16-236 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (labor and materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

ATTEST

By: 

City Clerk

CITY OF MONTEREY:

By: 

City Manager, or his designee

GRANITE CONSTRUCTION
COMPANY:

By: 

Authorized Signatory

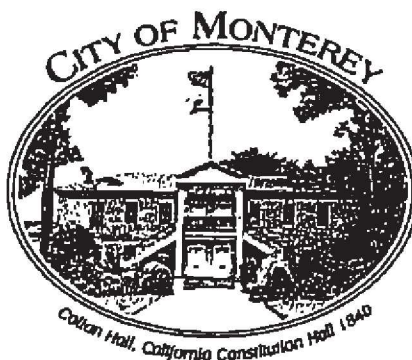
Kenneth B. Olson, Assistant Secretary

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Agreement #: Ag-5986 - Page 1 of 152

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CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENTS
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES
(32N1339, 32N1421)**

FORMAL BID

This is a Neighborhood Improvement Project



TECHNICAL SPECIFICATIONS APPROVED BY:

Jeffrey Krebs

ENGINEER

DATE:

10/7/16



APPROVED FOR CONSTRUCTION:

Steve J. Wittry

CITY ENGINEER

DATE:

10-4-16

Master Specification Revision: 05/31/2018

Project Specification Revision: 09/15/2018



PUBLIC WORKS CONTRACT (Formal Bid)

Dennis the Menace Walkway/Access Improvements & CW – DTM Park-North Side Path ADA Upgrades Projects (32n1421)

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 GRANITE CONSTRUCTION COMPANY hereinafter referred to as the "Contractor";

WITNESSETH:

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3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on December 6, 2016 by Resolution 16-236 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
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 - C. Performance Bond
 - D. Payment Bond (labor and materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

ATTEST:

CITY OF MONTEREY:

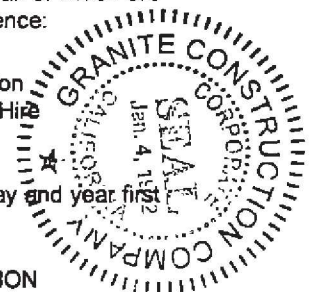
GRANITE CONSTRUCTION
COMPANY:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: 
Authorized Signatory

Kenneth B. Olson, Assistant Secretary



DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., Tuesday, November 8, 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 **Dennis the Menace Walkway/Access Improvement Project (32N1339), CW-DTM Park-North Side Path ADA Upgrades (32N1421)** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, demolition of existing concrete and asphalt pathways at Dennis the Menace Playground that are non-ADA compliant, construction of ADA accessible walkways and ramps, concrete walls, steps, and conforming new work to existing site conditions at Dennis the Menace Playground.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a 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.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

SPECIFICATIONS AND BID FORMS

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

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 9:00 am on Wednesday, October 12, 2016 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 **nlnety (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 Jeff Krebs, Principal 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.

DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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	Clear, Grub and Demolition	1	LS		
5	Earthwork	1	LS		
6	Concrete Paving	4,150	SF		
7	Decomposed Granite Paving	110	SF		
8	Concrete Wall, less than 3'	175	LF		
9	Concrete Wheel Curb, 4"x6"	540	LF		
10	Thickened Edge	300	LF		
11	Handrails	715	LF		
12	Park Bench	3	EA		
13	Asphalt Conform Paving	255	SF		
14	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 14) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 1 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
15	Clear, Grub and Demolition	1	LS		
16	Earthwork	1	LS		
17	Concrete Paving	845	SF		
18	Concrete Wall, less than 3'	55	LF		
19	Concrete Wheel Curb, 4"x6"	230	LF		
20	Thickened Edge	115	LF		
21	Handrails	180	LF		
22	Chain Link Fence, 4' high	10	LF		
23	(Deduct) Asphalt Conform Paving	(225)	SF		
TOTAL ADDITIVE ALTERNATE 1 BID (ITEMS 15 THROUGH 23) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 2 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
24	Clear, Grub and Demolition	1	LS		
25	Earthwork	1	LS		
26	Concrete Paving	60	SF		
27	Decomposed Granite Paving	40	SF		
28	Concrete Wall, less than 3'	8	LF		
29	Concrete Stairs, 6' width	4	EA		
30	Handrails	14	LF		
TOTAL ADDITIVE ALTERNATE 2 BID (ITEMS 24 THROUGH 30) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 3 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
31	Clear, Grub and Demolition	1	LS		
32	Earthwork	1	LS		
33	Concrete Paving	160	SF		
34	(Deduct) Asphalt Conform Paving	(30)	SF		
TOTAL ADDITIVE ALTERNATE 3 BID (ITEMS 31 THROUGH 34) (In Words)					(In Figures)
_____					\$

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1, 2, and 3 (ITEMS 1 THROUGH 34) (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 (Items 1 through 34).

BID ITEM DESCRIPTIONS

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

1. Mobilization and Demobilization

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

2. Storm Water Compliance

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

3. Traffic Control

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

4. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

5. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes

rough grading, fine grading, and jute netting on fill. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

6. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

7. Decomposed Granite Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for decomposed granite paving and finishing and other cost associated to install standard decomposed granite paving complete in place, as shown on the plans and specified herein.

8. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

9. Concrete Wheel Curb, 4"x6"

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install concrete wheel curbs complete in place, as shown on the plans and specified herein.

10. Thickened Edge

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install thickened edges complete in place, as shown on the plans and specified herein.

11. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

12. Park Bench

Measurement and payment for this item shall be on a unit price per each City furnished item (EA) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install park benches complete in place, as shown on the plans and specified herein.

13. Asphalt Conform Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

14. Record Drawings

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

15. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown

or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

16. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

17. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

18. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

19. Concrete Wheel Curb, 4"x6"

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install concrete wheel curbs complete in place, as shown on the plans and specified herein.

20. Thickened Edge

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install thickened edges complete in place, as shown on the plans and specified herein.

21. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

22. Chain Link Fence, 4' high

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment to install chain link fencing complete in place, as shown on the plans and specified herein.

23. (Deduct) Asphalt Conform Paving

Measurement and Base Bid deduction for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall deduct from the Base Bid for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

24. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown

or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

25. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

26. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

27. Decomposed Granite Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for decomposed granite paving and finishing and other cost associated to install standard decomposed granite paving complete in place, as shown on the plans and specified herein.

28. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

29. Concrete Stairs, 6' width

Measurement and payment for this item shall be on a unit price per each item (EA) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install 6' wide concrete stairs complete in place, as shown on the plans and specified herein.

30. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

31. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

32. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade

for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

33. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

34. (Deduct) Asphalt Conform Paving

Measurement and Base Bid deduction for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall deduct from the Base Bid for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

ANCILLARY ITEMS

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

LUMP SUM PRICE BREAKDOWN

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

BID CLARIFICATION

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

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

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

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

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

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

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

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

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

LOCAL HIRING REQUIREMENT

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

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

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

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

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

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

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

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

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

Signature

Printed Name and Title

Date

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

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

Signature

Printed Name and Title

Date

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 Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339), CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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

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

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

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

[CONTINUED NEXT PAGE]

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

(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)	

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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)**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)**

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 **DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT, CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES**. 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 forty five (45) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [Month Day, Year] by Resolution [##-###] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

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

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

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

By: _____ By: _____ By: _____
City Clerk City Manager, or his designee [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 DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT, CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES 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/Title

Print Name/Title

Address

Address

(_____) _____
Telephone Number

(_____) _____
Telephone Number

Email Address

Email Address

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 amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

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

EXCAVATION SAFETY

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

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

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

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or

unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

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

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

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

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

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

WORKER'S COMPENSATION

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

PATENTS

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

RIGHT OF PROPERTY

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

INCREASED FORCE

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

LIABILITIES

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

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

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

**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)**

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of removal and replacement of existing pathways at Dennis the Menace Playground that are non-ADA compliant. The work shall include, but not be limited to, demolition of existing concrete and asphalt pathways, construction of ADA accessible walkways and ramps, concrete walls and steps, and conforming new work to existing site conditions.

PLANS AND SPECIFICATIONS

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

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

CONTRACT BONDS

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

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

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

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

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

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

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

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

adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

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

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

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **sixty (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
 - Forms Placement
 - Reinforcing bar placement
 - Fill Material (if applicable)
 - Decomposed Granite compaction
 - Hand Rail compliance
 - b. Materials and Materials Certification:
 - Aggregate Base
 - Hot Mix Asphalt/Asphalt Concrete
 - Concrete
 - Reinforcing Bar
 - Decomposed Granite
 - Hand Rails
 - Expansion Joints
 - 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 2 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

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

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 **one thousand nine hundred dollars (\$1,900)** 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 provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

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

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

CONSTRUCTION PROJECT SIGNS

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

REMOVAL OF OBSTRUCTIONS

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

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

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

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

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

CONTRACT PLANS AND SPECIFICATIONS

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

DUST CONTROL

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

CONNECTION TO EXISTING UTILITIES

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

SANITARY FACILITIES

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

INSPECTION OF WORK

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

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

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

RECORD DRAWINGS

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

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

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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

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

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

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

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill

prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

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

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

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

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

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

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

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

RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

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

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

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

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

TREE PROTECTION REQUIREMENTS

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

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

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be

located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.

5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dagnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.

9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>
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.

**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)**

TECHNICAL SPECIFICATIONS

**SECTION 02050
DEMOLITION**

PART I - GENERAL

1.01 INTENTIONALLY OMITTED

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes:
 - 1. Saw-cutting and demolition of concrete walks, asphalt paving and walls, including associated aggregate base.
 - 2. Demolition of steel bridge, handrails, and footings
 - 3. Clearing and grubbing.
- B. Related Work:
 - 1. Earthwork and Grading

1.03 SUBMITTALS

- A. Indicate on the project schedule submittal, proposed time for demolition work in this Section.

1.04 REVIEWS

- A. Prior to any demolition work, the Contractor shall prepare protection measures for review by the Engineer.

1.05 SITE CONDITIONS

- A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.
- B. Explosives: Use of explosives for demolition work is not permitted.
- C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.
- D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to persons. See Special Provisions for additional information regarding building access.
- E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction
- F. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

PART II - PRODUCTS

Not applicable.

PART III - EXECUTION**3.01 SITE CLEARING****A. General**

1. Contractor shall clear and grub areas only as necessary to construct improvements shown on the Plans.
2. Use only hand methods for grubbing inside the drip line of any trees indicated to be preserved and protected, unless otherwise approved by the Engineer.

B. Clearing and Grubbing

1. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes stumps and roots.
2. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.
3. Remove all organic matter in unpaved areas to be replanted, to a sufficient depth to remove such material. The depth of stripping will vary with the type and density of vegetation across the project site and with the time of year.

C. Stripping

1. Strip topsoil from all unpaved areas to be improved with paving or structures. Remove heavy growths of grass from areas before stripping topsoil.
2. Remove all vegetation matter from collected topsoil and stockpile topsoil for re-use unless otherwise instructed by the Engineer. Stockpiled topsoil shall not be used as structural fill.

3.02 DEMOLITION**A. Pollution Controls:**

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.

B. General: Remove above and below grade pavements, curbing and other conditions necessary to permit new construction and other work as indicated on the Plans. Removal of underground pipe or conduit interfering with construction is included under this Section.**C. Damage:** Return adjacent areas to condition existing prior to the start of the work.**D. Saw-cutting:** All existing asphalt and concrete paving to interface with new paving areas shall be sawcut per plan**3.04 CLEAN-UP**

- A. Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Waste materials shall be disposed of legally off-site.

END OF SECTION 02050

**SECTION 02200
EARTHWORK AND GRADING**

PART I – GENERAL**1.01 INTENTIONALLY OMITTED****1.02 DESCRIPTION OF WORK**

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Earthwork and Grading as shown on the Drawings and as specified in this Section. The work includes but is not limited to:
 - 1. Rough grading and excavations
 - 2. Providing, processing, placement, and compaction of any fill materials necessary to meet the designed lines and grades.
- B. Related Work:
 - 1. Demolition

1.03 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. The State of California Department of Transportation (CALTRANS) Standard Specifications, except for measurement and payment requirements.
 - 2. Applicable ASTM Specifications as they reasonably apply to this work.

1.04 DEFINITIONS

- A. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by the relevant ASTM specified herein, latest edition, expressed as a percentage.
 - 1. Relative compaction is determined according to ASTM D1557 (Modified Proctor Density) for all fill, bedding, sub-grade, and backfill work for but not limited to – fill areas other than planting, footings, foundations, pavements, and utility lines under these areas.

1.05 QUALITY ASSURANCE

- A. No combination of high and low tolerances that compromise pavement section shall be permitted. Final grades after compaction and/or excavation shall conform to the grades shown on the Plans, with a maximum tolerance of 0.05 foot, plus or minus.
- B. Seasonal Limits: No fill material shall be placed, spread, or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations shall not resume until field density tests indicate the moisture content and density of fill meet the specified requirements and approved by the Engineer.
- C. Unusual Conditions: In the event that any unusual soil conditions are encountered during grading operations, the Engineer shall be immediately notified. Unsuitable material encountered below the natural grade shall be excavated and disposed of as directed by the Engineer and paid for as Extra Work. Unsuitable material is defined in Section 19-2.02 of the Standard Specifications.

1.06 REVIEWS

- A. Contractor shall notify the Engineer at each stage of the operation indicated below and shall allow such reasonable time to observe excavation and trenching, and for testing and inspection as the Engineer may require. No work shall be done until authorization has been received from the Engineer.
 - 1. Site Preparation Review – Prior to any earthwork and grading.
 - 2. Preliminary Review - After all rough grading is complete and sub-grade is prepared.

1.07 SPILLAGE, DUST AND EROSION CONTROL

- A. Spillage: The Contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event that such occurs, the Contractor shall remove all spillage and sweep, wash, or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California, and in compliance with the City approved Best Management Practices (BMPs).
- B. Dust and Erosion: The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public and private properties and to prevent erosion and transportation of soil to downstream of adjacent properties due to their work under this contract. Any damage so caused shall be corrected or repaired by the Contractor at no cost to the Owner.

PART II - PRODUCTS**2.01 MATERIALS**

- A. Fill Material: Selected on-site excavated/sub-soil material is considered suitable fill material for embankment construction, subject to prior approval by the Engineer. The excess excavation material shall be disposed of at an off-site location to be approved by the Engineer.
- B. Inorganic on-site fill and sub-soil may be used as structural fill to achieve final grades, provided the fill contains no debris and is free of rocks or clods greater than 6-inches in maximum dimension, and no more than 15 percent by weight of rocks larger than 3-inches. Samples of any proposed imported fill shall be submitted to the Engineer for appropriate testing and approval no less than (5) five working days prior to the anticipated job site delivery. Fill material shall meet the following requirements:
 - 1. Have a sand equivalent greater than 20%
 - 2. Have not more than 15% passing the 200 sieve.
 - 3. Have an R-Value of not less than 50.
- C. Topsoil: The top layer of existing soil below the grass root zone, containing minerals and organic materials including humus. Depth of topsoil shall be taken to be 2-4 inches deep or as determined by the Engineer at the time of construction.
- D. Sub-soil: Shall be the remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over one cubic inch and all foreign debris and organic material have been removed.

PART III - EXECUTION**3.01 GENERAL**

- A. Keep all excavations (including, pits, trenches, footings, etc.) entirely free from water. Protect excavations from rain or water from any source during construction. Use suitable pumping equipment or other means as required by the conditions. Continue pumping as necessary until the completion of the project. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and prevent surface drainage over fill slopes, in order to avoid erosion. Grading operations for erosion control shall be as approved by the Engineer. Once excavation and grading commence, no surface drainage shall be allowed to flow onto adjacent properties.
- B. Contractor shall provide satisfactory pollution and dust abatement and control measures continuously during the course of the work.
- C. The Contractor shall utilize reclaimed water, or dust palliatives, in compliance with the applicable water conservation ordinances.

3.02 SITE PREPARATION, EXCAVATION & GRADING

- A. Depressions, voids, or unsuitable material encountered shall be excavated to expose firm soil as directed by the Engineer. Backfill and compaction to design grade shall be approved by the Engineer. When earthwork or trenching conditions are determined by the Engineer to be unsuitable material, the work shall be performed as defined in Section 19-2.02 Unsuitable Material of the Standard Specifications.
- B. Excavation work shall include sloping and rounding tops and ends of excavations.

3.03 SUB-GRADE PREPARATION

- A. A minimum of 8-inches of the in-place sub-grade soil shall be scarified, moisture conditioned to 1%-3% above optimum value, and compacted to a relative compaction of at least 95% under all paving and foundations/footings. This depth of densified soils is in addition to additional fill material required to bring the sub-grade to grade.
- B. A minimum of 6-inch of sub-grade soil in all planting areas shall be compacted to maximum 85% relative compaction.
- C. All soft or wet sub-grade soil encountered during earthwork and grading should be stabilized prior to placement of fill and further construction. This may involve scarifying and air-drying of the soil, or excavation and replacement of the wet soil with dry soil. Obtain prior approval of proposed method of stabilization from the Engineer.

3.04 FILL PLACEMENT AND COMPACTION

- A. The fill shall be placed in maximum 6-inch lifts (compacted layers) and shall be compacted by mechanical means only. Fill shall be conditioned, at time of compaction, to 1% to 3% above the optimum moisture content of the soil, and each lift shall be compacted to at least 95% relative compaction.
 - 1. Field density tests shall be made by the Contractor to ensure proper compaction.
 - 2. The placement and spreading of fill materials and its processing and compaction of fill materials by flooding, ponding, or jetting shall not be permitted without the prior approval of the Engineer.

END OF SECTION 02200

SECTION 02510 SITE CONCRETE

PART I - GENERAL

1.01 INTENTIONALLY OMITTED

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of concrete as shown on the Drawings and as specified in this Section.
 - 1. The work includes installation of aggregate base.
- B. Related work:
 - 1. Earthwork and Grading

1.03 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. The State of California Department of Transportation (CALTRANS) Standard Specifications, latest edition, except for measurement and payment requirements.
 - 2. Reinforced concrete work and materials shall be in accordance with ACI 318-83.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A185 / A185M Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
 - 2. A615 / A615M Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - 3. C33 / C33M Specification for Concrete Aggregates
 - 4. C94 / C94M Specification for Ready-Mixed Concrete
 - 5. C150 / C150M Specification for Portland Cement
 - 6. C260 Specification for Air-Entraining Admixtures for Concrete
 - 7. C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
 - 8. C330 Specification for Lightweight Aggregates for Structural Concrete
 - 9. C494 / C494M Specification for Chemical Admixtures for Concrete
 - 10. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
 - 11. C920 Specification for Elastomeric Joint Sealants
 - 12. C979 Specification for Pigments for Integrally Colored Concrete
 - 13. C989 Specification for Slag Cement for Use in Concrete and Mortars

1.04 DEFINITIONS

- A. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined according to ASTM D1557 (Modified Proctor Density) latest edition, expressed as a percentage.

1.04 SUBMITTALS

- A. General: Within fourteen (14) days after Notice to Proceed submit the following:
- B. Product data: All steel reinforcement, sealants, cure, expansion joint filler, color.
- C. Aggregate base: Sieve analysis for aggregate base.
- D. Concrete Mix: Proposed mix design of each class of concrete with proportions of materials

1.05 QUALITY ASSURANCE

- A. Layout Review: Contractor shall stake and layout all paving areas for review by the Engineer prior to excavation.
- B. Inspection: Contractor shall notify the Engineer 24 hours prior to placement of any concrete to inspect sub-grade, forms, and reinforcement.
- C. Tolerances: Tolerances for sub-grade, sub-base and finished grade shall be as specified by the Standard Specifications except that Contractor shall install the aggregate base and concrete to the minimum thickness shown. No combination of high and low tolerances will be permitted.
- D. Samples: Contractor shall prepare samples of all at-grade and above-grade concrete work that is colored and/or has a special finish, as shown on the Plans. Minimum 4' square sample for paving.
 - 1. Samples shall be viewed for color, form, pattern, jointing, and finish requirements. Samples shall include expansion joint and control joints.
 - 2. Approved samples shall be kept at the job site to serve as a demonstration for all finishes. Samples shall be removed at the completion of the concrete work.
 - 3. All concrete work installed that does not conform to the approved samples shall be removed and replaced by the Contractor at the Contractor's expense.

1.06 TESTS

- A. Testing and analysis of concrete will be performed under provisions of Section 6-3 of the Standard Specifications.
- B. Testing firm may take cylinders and perform slump, compression strength, and air entrainment tests in accordance with ASTM C143, C39 and C173.

PART II - PRODUCTS**2.01 BASE, FORMWORK, AND REINFORCEMENT**

- A. Aggregate Base: Standard Specifications, Section 26, Class-2, 3/4" maximum.

AGGREGATE GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing			
	1 1/2" Maximum		3/4" Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100		
1 1/2"	90-100	87-100		
1"			100	100
3/4"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

QUALITY REQUIREMENTS

Test	Operating Range	Contract Compliance
Resistance (R-value)		78 Min.
Sand Equivalent	25 Min.	22 Min.
Durability Index		35 Min.

- B. Formwork: Steel or wood, of size and strength to resist movement during concrete placement and to retain straight, true, and to proper elevation, horizontal and vertical alignment until removed. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required.
1. Form ties and similar accessories shall be such that all metal will be at least 1 inch from surface when forms are stripped.
- C. Reinforcement Bars and Dowels: Deformed steel bars, ASTM A615, Grade 60, unless otherwise shown. All reinforcement shall be clean and free of paint and loose rust scale.
- D. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185 by Davis Wire Corporation or approved equal. Furnished in flat sheets, not rolls.

2.02 CONCRETE

- A. Portland Cement: Type-II cement shall conform to the requirements of ASTM C150.
- B. Coarse aggregate: shall conform to ASTM C33, and Standard Specifications Section 90. Gravel, crushed gravel, crushed rock, or combinations thereof, free from organic matter and other deleterious substances, from an approved source.
- C. Fine Aggregate: shall conform to ASTM C33, and Standard Specifications Section 90. Natural sand or a combination of not less than 50% natural and manufactured sand, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. All fine aggregate shall be thoroughly and uniformly washed.
- D. Fly Ash: Fly ash shall conform to ASTM C618.
1. Incorporation of fly ash into the concrete mix is at the discretion of the Contractor.
 2. Concrete mixtures with fly ash must be properly engineered for the application and finishing procedures must be appropriately applied.
 3. At no time during the course of the project will a change of fly ash source (plant) be permitted without the prior written consent of the Engineer.
- E. Water: used in the concrete mix shall conform to ASTM C94. Water shall be clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances.
- F. Chemical Admixtures:
1. Air Entrainment: Air entrainment agents shall conform to ASTM C260. Use five percent (5%) air entrainment: Manufactured by W.R. Grace, Sika, BASF or approved equal.
 2. Water Reducer: shall conform to ASTM C494, Type A, Type D. Manufactured by W.R. Grace, Sika, BASF or approved equal.
 3. Chemical admixtures shall be at the Contractor's discretion at the time of the pours.
- G. Concrete Mix: Shall be designated by class based on 28-day compressive strengths when tested in accordance with ASTM C39 and shall be:
1. Class-A (564 lbs of Portland cement per c.y. / 3000 psi) for all structures and footings. Slump shall be not more than four inches (4").

2. Class-B (470 lbs of Portland cement per c.y. / 2500 psi) for all sidewalks, pavements, sub-pavements, and sub-slabs. Slump shall be not more than four inches (4").
3. If fly-ash is to be used in the mix, substitute 15% (20% maximum) of Portland cement with fly ash for Class-A and Class-B concrete.
4. Concrete shall comply with applicable requirements for concrete materials, admixtures, bonding materials, curing and other except as noted.

H. Cure: Water-based, U.S. EPA VOC-limits compliant, clear membrane curing compound shall conform to ASTM C309, Type 1, Classes A & B. 1100-Clear by W.R. Meadows or approved equal.

1. White liquid membrane curing compound shall not be used.

2.03 CONCRETE COLOR

- A. Integral Color: Integral Color by Davis Colors, Los Angeles, CA (800)356-4848, or approved equal, quantity per bag cement per Manufacturers recommendations.
1. Color for walks and ramps shall match color of existing tan color concrete at site.
 2. In areas of conform on sloped concrete areas, color shall match adjacent colored concrete.

2.04 CONTROL JOINTS

- A. Expansion joint filler: 3/8" thick asphalt impregnated fiberboard, shall conform to ASTM D1751. Manufactured by W.R. Meadows or approved equal.

2.05 STEPS

- A. Step Nosing Primer & Paint: Shall be products by Benjamin Moore & Co. as follows:
1. Primer - M68/M69 Moisture Tolerant Epoxy Sealer/Finish
 2. Paint - M74/M75 Aliphatic Acrylic Urethane Gloss Finish.
 3. Add M67 Anti-Slip Aggregate to paint.
 4. Color shall be White

PART III – EXECUTION

3.01 JOB CONDITIONS

- A. Weather Conditions: Construct concrete surface course only when atmospheric temperature is above 40 degrees F, when the underlying base is dry, and when weather is not rainy.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations.
- C. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Engineer, remove and replace at no expense to the Owner.

3.02 BASE PREPARATION

- A. Sub-grade: See Specification Section on Earthwork and Grading for sub-grade preparation and compaction requirements. Verify that sub-grade preparation, compacted density and elevations conform to the Specifications.
- B. Place and compact aggregate base where shown, to at least 95% relative compaction, and to a depth as noted on the plans as specified in the Standard Specifications, Section 26. Verify grades to allow for finish paving.
- C. Clear aggregate base surface of all loose or unsuitable material.

3.03 INSTALLATION

- A. Form Construction: Set forms to the required grades and lines, rigidly braced and secured.
 - 1. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
 - 2. Remove forms without damage to the placed concrete.
- B. Reinforcement: Reinforcement shall be per the Plans, secured in place. No concrete shall be poured prior to the Engineer's inspection.
- C. Integral Color: Install in mix of all concrete specified with exposed faces per manufacturers written recommendations. Apply sealer per manufacturer's application instructions.
- D. Placement: Moisten sub-grade as required to provide a uniform, dampened condition at the time concrete is placed. Place concrete using methods which prevent segregation of the mix, with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse assemblies, reinforcement, or side forms. Use care to prevent dislocation of reinforcing, dowels, and joint devices. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction/cold joint.
- E. Control Joints: Construct control joints true-to-line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise noted. See Control Joint Types specified herein for specific guidelines.
 - 1. All joints shall be set accurately to grade and straight in alignment as shown on the Plans. Alignment shall not vary more than 1/8" in 10' length.
- F. Finishing: After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous, smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
 - 1. After floating, test concrete surface for trueness - maximum 1/8" variation in 10' length in any direction.
 - 2. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as specified herein.
 - 3. During finishing, cement shall not be applied to the dry concrete surface.
- G. Curing: Protect and cure finished concrete, complying with applicable requirements of the Standard Specifications.
 - 1. All concrete shall be cured for at least 7 days after placing.
- H. Repair: Defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., shall be repaired or removed and replaced as directed by and to the satisfaction of the Engineer. All cleaning, patching, and repairs shall be subject to the Engineer's approval and acceptance.
- I. Protection: Protect concrete from damage until acceptance of work.
- J. Clean Up: Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.
- K. Disposal: Surplus material and debris remaining upon completion of the work shall be segregated as to type, and transported from the job site and disposed of in a legal manner.

3.04 CONTROL JOINTS

- A. Expansion Joints: shall be as constructed as shown on the Drawings.
 - 1. Dowels: grease both ends.

2. Joint fillers: shall be in one-piece lengths for the full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Form top edge of filler to conform to top profile of concrete.
 3. Paving – locate expansion joints:
 - a. Where shown on the Drawings; if not shown then at maximum 60' O.C. in any direction.
 - b. At all walls, steps and other structures, and building faces.
 4. Curbs – locate expansion joints:
 - a. aligned with expansion joints in monolithic paving
 - b. at 60' O.C. when adjacent to modular paving
 - c. at all corners, start/end of radiuses, and connections to flush curbing
 5. Expansion joint cap: Install joint filler with expansion joint cap, top edge of the cap to conform to top profile of concrete. Remove the top of the expansion joint cap after all finish work is completed per manufacturer's recommendations. Seal the expansion joint with joint sealant. Sealant shall produce a concave joint over joint filler and shall not spill over the edges of the joint.
- B. Construction (Cold) Joints: shall be constructed as shown on the Drawings.
1. At old and new concrete pours. Drill the existing concrete to accept dowels and embed. Grease both ends of dowel, or epoxy end in existing concrete and grease end in new concrete.
 2. At previous day's pour and fresh pour: Grease both ends of dowel.
 3. When curb and/or gutter and pedestrian paving are poured separately, provide #3 dowels, 8" length 24" O.C.
- C. Weakened Plane Joints: shall be constructed as shown on the Drawings.
1. Pedestrian paving - locate joints as shown on the Drawings; if not shown then at a maximum spacing of 20' O.C. in any direction. Joints shall be tooled.
 2. Curbs - construct joints across the top and visible face:
 - a. aligned with weakened plane joints in monolithic paving.
 - b. at a maximum of 20' O.C. when adjacent to modular paving.

3.05 CONCRETE FINISHING

- A. General: Walking surfaces including curbs shall be slip-resistant.
- B. Paving: Broom finish - draw a stiff fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture. Texture must be true and straight across entire width of concrete slab.
- C. Walls: Sack finish - smooth to remove form marks.

3.06 REPAIR AND CLEAN-UP

- A. Repair: Defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., shall be repaired or removed and replaced as directed by and to the satisfaction of the Engineer. All cleaning, patching, and repairs shall be subject to the Engineer's approval and acceptance.
- B. Protection: Protect concrete from damage until acceptance of work.
- C. Contractor shall clean up and remove from the site all spillage, overpour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from the work. Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.
- D. Disposal: Surplus material and debris remaining upon completion of the work shall be segregated as to type, and transported from the job site and disposed of in a legal manner.

END OF SECTION 02510

**SECTION 055170
MISCELLANEOUS METALS**

PART I - GENERAL**1.01 INTENTIONALLY OMITTED****1.02 DESCRIPTION OF WORK**

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the fabrication and installation of miscellaneous metalwork as shown on the Drawings and as specified in this Section and other Sections of these Specifications. The work includes but is not limited to:
1. Installation of handrails.
 2. Installation of concrete footings associated with metalwork items.
 3. Provision of clip angles, connectors, machine bolts, lag bolts, screws, anchor bolts, and all other miscellaneous metal items not specified elsewhere.
 4. Galvanizing metalwork items as specified.
- B. Related Work:
1. Site Concrete

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
1. A29 / A29M Specification for Steel Bars, Carbon and Alloy, Hot-Wrought, General Requirements for
 2. A36 / A36M Specification for Carbon Structural Steel
 3. A153 Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 4. A307 Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
 5. ASTM A500 Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
 6. A501 Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
 7. ASTM A618 Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing
 8. B633 Specification for Electrodeposited Coatings of Zinc on Iron and Steel
 9. F2329 Specification for Zinc Coating, Hot-Dip, Requirements for Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners
- B. Guardrails: shall be 3/8" wall thickness. Pipes 2-1/2" dia. min. Schedule 160.

1.04 QUALITY ASSURANCE

- A. Qualifications of Welder: Use only certified welders for all welding performed in connection with the work of this Section.
- B. Protection: Use all means necessary to protect miscellaneous metal before, during, and after installation, and to protect the installed work and materials of other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

1.05 SUBMITTALS

- A. Shop Drawings: Submit Shop Plans for handrails and guardrails for review and approval by the Engineer in accordance with the Special Provisions of these Specifications. Show all locations, markings, quantities, materials, sizes, and shapes, and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Package, deliver, unload, and store metalwork items so as not to be damaged or deformed.

PART II - PRODUCTS**2.01 METAL MATERIALS**

- A. Steel Tubing: All steel tubing shall be new, free from rust, and shall conform with the requirements of ASTM A501
- B. Bar Stock: All flat strap and bar stock shall be new, free from rust and shall conform with the requirements of ASTM A36.
- C. Steel Plate: All steel plate shall be new, free from rust, and shall conform with the requirements of ASTM A36
- D. Fasteners: All bolts, nuts, and washers shall be new, free from rust, and shall conform with the requirements of ASTM A307.
1. Fasteners shall be Hot-Dip Galvanized for exterior use unless otherwise noted.
- E. Handrail Cover Plate/Flange: Shall be pressed steel cover plate, #1620 by Wagner (888)243-6914, www.wagnercompanies.com or approved equal.

2.02 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation of miscellaneous metal, shall be new, free from rust, the best quality of their respective kinds; they shall be subject to the approval of the Engineer.
- B. Galvanizing Repair Paint: High zinc dust content paint for re-galvanizing welds in galvanized steel, as approved by the Engineer.
- C. Field Galvanizing Alloy: Weld-co Gal-viz" galvanizing alloy (known in the trade as "Hot Stick" galvanizing" or equal, as approved by the Engineer.

PART III - EXECUTION**3.01 GENERAL**

- A. Compliance: Fabricate all miscellaneous metal in strict accordance with the approved Shop Plans and the referenced standards.
- B. Pre-fabrication: Insofar as possible, shop pre-fabricate all items complete and ready for installation.
- C. Welding: Unless otherwise indicated on the Plans, weld all connections.
1. Make all joints and intersections of metal tightly fitting and securely fastening.
2. Make all work square, plumb, straight, and true.
- D. Holes: Drill or punch all holes required for the attachment of work of other trades and for bolted connections. Burned holes are not acceptable.
- E. Brackets, Flanges, and Anchors: Provide brackets, flanges, and anchors for railing posts and for handrail supports. Furnish inserts and sleeves as required for anchorage to concrete work.

3.02 GALVANIZING

- A. Galvanizing: Provide a zinc coating after fabrication for metalwork specified to be galvanized, or those items which will be exposed to the weather by the following guidelines:
1. ASTM A153 for galvanizing iron and steel hardware.
 2. ASTM A123 for galvanizing rolled, pressed and forged steel shapes, plates, bar, tube and strips 22 ga thick and heavier.

3.03 INSTALLATION

- A. Cutting, Fitting, and Placement:
1. Perform cutting, drilling, and fitting required for installation. Set the work accurately in location, alignment, and elevation; plumb, level, true, and free of rack, measured from established lines and levels.
 2. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop-welded because of shipping size limitations. Grind joints smooth and touch up shop paint coat. Do not weld, cut, or abrade the surfaces of units which have been coated or finished after fabrication, and are intended for field connections.
- B. Coordination: Coordinate installation schedule with the schedules of other trades to ensure orderly and timely progress of the total work.
- C. Touching Up: After the erection and installation are complete, touch up all minor damage to shop galvanizing caused during transportation and erection, using galvanize paint. The Engineer will determine what constitutes "minor damage" and what damage requires replacement.

3.04 HANDRAILS / GUARDRAILS

- A. Adjust railings prior to securing in place to ensure proper matching of butting joints and correct alignment throughout their length.
1. For ramps space posts between the top and bottom or ramp no more than 5'-0" on center.
 2. Plumb posts in each direction.
 3. Secure posts and rail ends to construction by anchoring posts in earth with concrete footings; depths and widths as shown on the Plans.

END OF SECTION 055170

**SECTION 321546
STABILIZED D.G. PAVING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Decomposed Granite (D.G.) Paving as shown on the Drawings and as specified in this Section.
1. All references to D.G. paving shall also apply to Stabilized D.G paving, unless otherwise noted.
- B. Related work includes but is not limited to:
1. Earthwork and Grading

1.03 DEFINITIONS

- A. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined according to ASTM D1557-78 (Modified Proctor Density) latest edition, expressed as a percentage.

1.04 SUBMITTALS

- A. General: Within fourteen (14) days after Notice to Proceed submit the following:
- B. Decomposed Granite: sieve analysis and one quart sample.
- C. Mixing Facilities: Method or supplier source for paving product, with sufficient notice so inspection of batching and mixing operations can be made if required by the Engineer.

1.05 REVIEWS

- A. Contractor shall stake and layout all paving areas for review by the Engineer prior to excavation.

PART 2 - PRODUCTS

2.01 DECOMPOSED GRANITE

- A. Decomposed granite (D.G.) shall be a gold material with a 3/8" maximum gradation as indicated below, with enough fines to produce a smooth and stable walking surface. Class-IV rock fines are required for this project:

Sieve Size	Percent Passing
3/8" (9.5mm)	100%
#4 (4.75mm)	85-95%
#8 (2.36mm)	70-80%
#16 (1.18mm)	50-60%
#30 (600 um)	40-50%
#50 (300 um)	25-35%
#100 (150um)	15-25%
#200 (75 um)	10-20%

2.02 BINDER

- A. Binder shall be a non-toxic premium organic soil additive in concentrated powdered form. Pre-approved products:
 - 1. Stabilizer™ by Stabilizer Solutions, Phoenix, AZ (800)336-2468, www.stabilizersolutions.com
 - 2. PHP™ Organic Aggregate Binder by TMT Enterprises, Inc., San Jose, CA (408)432-9040
 - 3. Prior approved equal.
- B. Follow manufacturer's recommendations for binder to D.G. ratio. For bid-purposes only, estimate quantity of binder as follows:
 - 1. Pedestrian pathways – 12 lbs per ton
 - 2. Vehicular areas – 15 lbs per ton

2.03 PRE-EMERGENT

- A. Granular: Treflan, Ronstar or approved equal.
- B. Liquid: Surflan or approved equal.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Grades: The finish grades of the paving shall conform to the lines and grades on the Drawings and allow for drainage. Edges of paving shall be flush with adjacent headers, concrete, or other paving.
- B. Preparation: Prior to installing paving install pre-emergent herbicide to sub-grade per manufacturer's recommendations. Immediately prior to placing the paving material, the sub-grade shall be thoroughly moistened.
- C. Final Herbicide Treatment: Upon completion of spreading and compacting paving material, apply pre-emergent herbicide to entire paving surface per manufacturer's instructions.

3.02 STABILIZED D.G. INSTALLATION

- A. Mixing: Mix D.G. and binder per manufacturer's recommendations. In addition mix in granular pre-emergent herbicide per manufacturer's recommendations. The materials shall be mixed in a drum type mixer on the job or a central mixing plant. Rate of mixing shall be per label rates of square foot of D.G. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the mixing and batching operation.
- B. Placement: The Stabilized D.G. shall be deposited in such a manner as to minimize the necessity for spotting, picking up or otherwise shifting the D.G. material. The mixing shall not be screeded off or finished by floating. No steel tooling of Stabilized D.G. shall be done.
- C. Compaction: The bottom layer of Stabilized D.G. shall be compacted to 95% relative compaction prior to the placement of the top layer. The top layer of Stabilized D.G. shall also be compacted to 95% relative compaction.
- D. There shall be a total of three pre-emergent herbicide applications for stabilized D.G. as specified above.

3.05 CLEAN UP

- A. Waste Removal: All waste as a result of paving construction shall be removed from the site and disposed of legally. All excess paving material shall be removed from adjacent planting areas and civil work.

END OF SECTION 321546

**SECTION 323113
VINYL CHAIN-LINK FENCING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Chain-link Fencing as shown on the Drawings and as specified in this Section.
 - 1. The work includes but is not limited to installation of framework, fabric, gates, related hardware and accessories, and associated concrete footings.
- B. Related work includes but is not limited to:
 - 1. Site Concrete

1.03 REFERENCES

- A. The State of California Department of Transportation (CALTRANS) Standard Specifications, except for measurement and payment requirements.
- B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. A153 / A153M Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 2. F626 Specification for Fence Fittings
 - 3. F668 Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric
 - 4. F1043 Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
 - 5. F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

1.04 SUBMITTALS

- A. Contractor shall submit complete product data, Shop Drawings for gate and fence fabrication, within fifteen (15) working days after Notice to Proceed.
 - 1. Product data shall include mill certificates for each size and wall thickness of pipe required for the Project.
- B. Color selection for vinyl finishes specified.

1.05 INSPECTIONS

- A. Field-welding Inspections: All field welding inspections of frames shall be per direction of the Engineer.

PART 2 - PRODUCTS

2.01 FABRIC

- A. Chain-link, 9 gauge with a uniform square mesh measuring approximately 2" between its parallel sides, woven out of galvanized chain-link steel wire. Chain-link shall be of heights shown on the Drawings. Install one piece fabric widths for fencing up to 12' high.

- B. Acceptable manufacturers for Chain-link mesh or approved equal:
1. Anchor Fence Co, Inc.
 2. Master Halco, Inc.
 3. Merchants Metals.
- C. PVC or polyolefin elastomer (vinyl) coating, 7 mil thickness, thermally fused to zinc-coated steel core wire: Per ASTM F668 Class 2b. Core wire tensile strength 75,000 psi (517 MPa).
1. Color shall be Dark Green to match existing fence.

2.02 PIPE

- A. Type-I Pipe: Group-1A, Schedule 40 standard weight steel pipe, plain ends, complying with ASTM F1083 and ASTM F1043, minimum yield strength 30,000 psi. Hot-dipped galvanized zinc exterior and interior coating at 1.8 oz / ft². See tables for pipe sizes.
- B. Acceptable manufacturers for pipes, or equal:
1. Allied Tube and Conduit
 2. Wheatland Tube Company
- C. Pipe sizes shall be as per the tables below, unless specified otherwise in the Drawings:

Fences up to / incl. 6' height

Pipe location	Nominal Dia	Outside Dia.	Type-I Weight	Type-II Weight
Line Posts	1-1/2"	1.900"	2.72 lb/ft	2.28 lb/ft
Terminal (end, corner, & pull) posts,	2"	2.375"	3.66 lb/ft	3.12 lb/ft
Top & bottom rails	1-1/4"	1.660"	2.27 lb/ft	1.84 lb/ft
Swing gate up to 6' wide: Posts	2-1/2"	2.875"	5.80 lb/ft	4.64 lb/ft
Swing gate 6'-12' wide: Posts	3-1/2"	4.000"	9.12 lb/ft	6.56 lb/ft
Swing gate 0'-12' wide: Frames	1-1/2"	1.900"	2.72 lb/ft	2.28 lb/ft

- D. PVC-Coated (Vinyl finish: In accordance with ASTM F1043, apply supplemental color coating of 10 to 15 mils of thermally fused PVC in color to match fabric.

2.03 FRAMEWORK

- A. Posts: All posts shall have sufficient length to allow for installation to a depth of approximately 3'-0" below ground minimum, or as called out on Drawings. See table for pipe sizes.
- B. Top Rail, Bottom and Middle (Center) Rail:
1. All fencing shall have a continuous top and bottom rail for its full length. See table for pipe sizes.

2.04 FITTINGS

- A. General: Material for fittings shall meet the requirements of ASTM F626, galvanized iron or steel, zinc coated in accordance with A 153, with zinc weights per Table I. All threaded parts shall be coated in the field with a vinyl base compound after installation.
- B. Wire ties: 9 gauge [0.148"] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092"] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985"] for attachment of fabric to tension wire.
- C. Post Tops: Weather tight pressed steel not lighter than 14 gauge, wrought iron or malleable iron with openings to accommodate top rail or tension wire where required. All post tops shall be simple cane type without ornamentation.

- D. Tension and Stretcher Bars: Hot-dip galvanized steel with minimum length 2" less than full height of fabric, minimum cross-section of 3/16" by 3/4" and minimum 1.2 ounce zinc coating per square foot of surface area. Provide one bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into posts.
- E. Tension and Brace Bands: Minimum 3/4" wide hot-dip galvanized steel with minimum 1.2 ounce zinc coating per square foot of surface area.
 - 1. Tension Bands: Minimum 14 gauge thick.
 - 2. Brace Bands: Minimum 12 gauge thick.
- F. Truss rods & Tightener: Steel rods with minimum diameter of 5/16". Capable of withstanding a tension of minimum 2,000 lbs.
- G. Tension wire:
 - 1. Tension wire shall be thermally fused PVC coated.
- H. Where specified on the Drawings as Vinyl Chain-link Fence, all fabric and framework, including that of Gates, shall be PVC coated, unless otherwise specified.
 - 1. Nuts and bolts for Vinyl Chain-Link fence assemblies shall be galvanized but not vinyl coated.

2.05 SETTING MATERIALS

- A. Drive Anchors: Galvanized angles, ASTM A36 steel 1" x 1" x 30" galvanized shoe clamps to secure angles to posts.

PART 3 - EXECUTION

3.01 FRAMEWORK

- A. All posts shall be spaced in line of fence approximately 10' apart, unless otherwise noted on the Drawings. Terminal posts shall be located at all corners and changes in direction.
- B. Both line and terminal posts shall be set in cylindrical concrete footings. A hole shall be excavated for the full depth of the post, not less than 12" in diameter for line posts and terminal posts.
- C. The top rail shall pass through openings provided in the post tops and each length shall be coupled with sleeve couplings or by a 3" long swagged end.

3.02 FABRIC

- A. Fabric: Install fabric, top and bottom selvage knuckled, and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" between finish grade and bottom selvage. Attach fabric by a double wrap of fabric of wire ties to line posts, rails, braces, and tension wire spaced at intervals of maximum 16" on center.
 - 1. Install fabric on the side to match existing fabric.
- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 16" on center.

3.03 ACCESSORIES

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.04 CLEAN-UP

- A. Clean up debris and unused material, and remove from the site.
- B. Touch-up minor scratches on vinyl surface with PVC touch-up paint, color to match that of framework and fabric. Framework and fabric with major scratches and dents shall be replaced at the discretion of the Engineer.

END OF SECTION 323113

APPENDIX A**BID PROPOSAL FORMS**

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Subcontractor's List	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Certification of Good-Faith Effort (Prime)	_____
10. Bid Bond	_____
11. 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

**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)**

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	Clear, Grub and Demolition	1	LS		
5	Earthwork	1	LS		
6	Concrete Paving	4,150	SF		
7	Decomposed Granite Paving	110	SF		
8	Concrete Wall, less than 3'	175	LF		
9	Concrete Wheel Curb, 4"x6"	540	LF		
10	Thickened Edge	300	LF		
11	Handrails	715	LF		
12	Park Bench	3	EA		
13	Asphalt Conform Paving	255	SF		
14	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 14) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 1 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
15	Clear, Grub and Demolition	1	LS		
16	Earthwork	1	LS		
17	Concrete Paving	845	SF		
18	Concrete Wall, less than 3'	55	LF		
19	Concrete Wheel Curb, 4"x6"	230	LF		
20	Thickened Edge	115	LF		
21	Handrails	180	LF		
22	Chain Link Fence, 4' high	10	LF		
23	(Deduct) Asphalt Conform Paving	(225)	SF		
TOTAL ADDITIVE ALTERNATE 1 BID (ITEMS 15 THROUGH 23) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 2 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
24	Clear, Grub and Demolition	1	LS		
25	Earthwork	1	LS		
26	Concrete Paving	60	SF		
27	Decomposed Granite Paving	40	SF		
28	Concrete Wall, less than 3'	8	LF		
29	Concrete Stairs, 6' width	4	EA		
30	Handrails	14	LF		
TOTAL ADDITIVE ALTERNATE 2 BID (ITEMS 24 THROUGH 30) (In Words) <hr/> <hr/>					(In Figures) \$

ADDITIVE ALTERNATE 3 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
31	Clear, Grub and Demolition	1	LS		
32	Earthwork	1	LS		
33	Concrete Paving	160	SF		
34	(Deduct) Asphalt Conform Paving	(30)	SF		
TOTAL ADDITIVE ALTERNATE 3 BID (ITEMS 31 THROUGH 34) (In Words) <hr/> <hr/>					(In Figures) \$

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1, 2, and 3 (ITEMS 1 THROUGH 34) (In Words) <hr/> <hr/>	(In Figures) \$
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 34).

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

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.

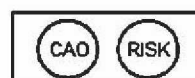
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

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

 Signature

 Printed Name and Title

 Date

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 Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339), CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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

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

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

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

[CONTINUED NEXT PAGE]

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

(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)

**DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES**

(32N1339, 32N1421)

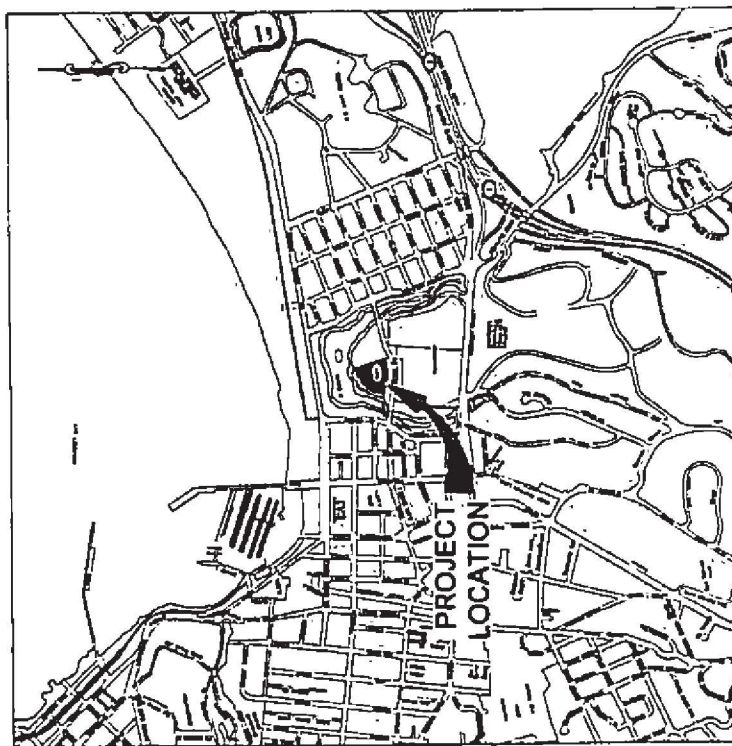
OR USE IN CONJUNCTION WITH PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MONTEREY, AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2010

GENERAL NOTES

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SHEET INDEX

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C-9	GRADING PLAN SOUTH
C-10	WETLANDS CONTINGENCY PROFILE
C-11	CONSTRUCTION DETAILS
C-12	CONSTRUCTION MATERIALS SPECIFICATIONS



VICINITY MAP

LEGEND

- [illegible]

b7E b7C b7D b7F b7G b7H b7I b7J b7K b7L b7M b7N b7O b7P b7Q b7R b7S b7T b7U b7V b7W b7X b7Y b7Z

QUESTIONS	ANS.	REMARKS
1. What is the purpose of the study?	1. To determine the effect of the study on the students' learning.	
2. What is the research hypothesis?	2. The research hypothesis is that the study will have a positive effect on the students' learning.	
3. What is the research design?	3. The research design is a quasi-experimental design.	
4. What is the sample size?	4. The sample size is 30 students.	
5. What is the data collection instrument?	5. The data collection instrument is a questionnaire.	
6. What is the data analysis technique?	6. The data analysis technique is a statistical analysis.	
7. What is the conclusion?	7. The conclusion is that the study has a positive effect on the students' learning.	
8. What is the recommendation?	8. The recommendation is that the study should be replicated in other schools.	
9. What is the limitation?	9. The limitation is that the study was only conducted in one school.	
10. What is the future research?	10. The future research is to conduct a larger study in other schools.	

THE CHAIRMAN, NATIONAL ASSOCIATION OF REALTORS, WASHINGTON, D.C., MAY 1964

g.m. 11
DATE

WALKWAY / ACCESS IMPROVEMENT
WITH SIDE PATH ADA UPGRADES

CONSTRUCTION

COVER SHEET

EXP. DATE 12/31/2024

PROJECT NO. 2024-001

C-0

REVISION 1.0

**DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CUNYTH PARK-NORTH SIDE PATH ADA UPGRADES**

COVER SHEET

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
650 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 646 3621 WEBSITE: WWW.MONTEREY.ORG

Agreement #: Ag-5986 - Page 104 of 152

CAO RISK

STAGING GENERAL NOTES:

EL ESTERO PARK COMPLEX SHALL REMAIN OPEN WITH UNOBSTRUCTED PUBLIC ACCESS TO ALL FACILITIES WITH THE EXCEPTION OF DENNIS THE MENACE PLAYGROUND DURING THE MENACE PLAYGROUND TO BE CLOSED TO THE PUBLIC DURING CONSTRUCTION

SIX PARKING STALLS AND ADJACENT SIDEWALK AVAILABLE FOR STAGING AREA AS SHOWN

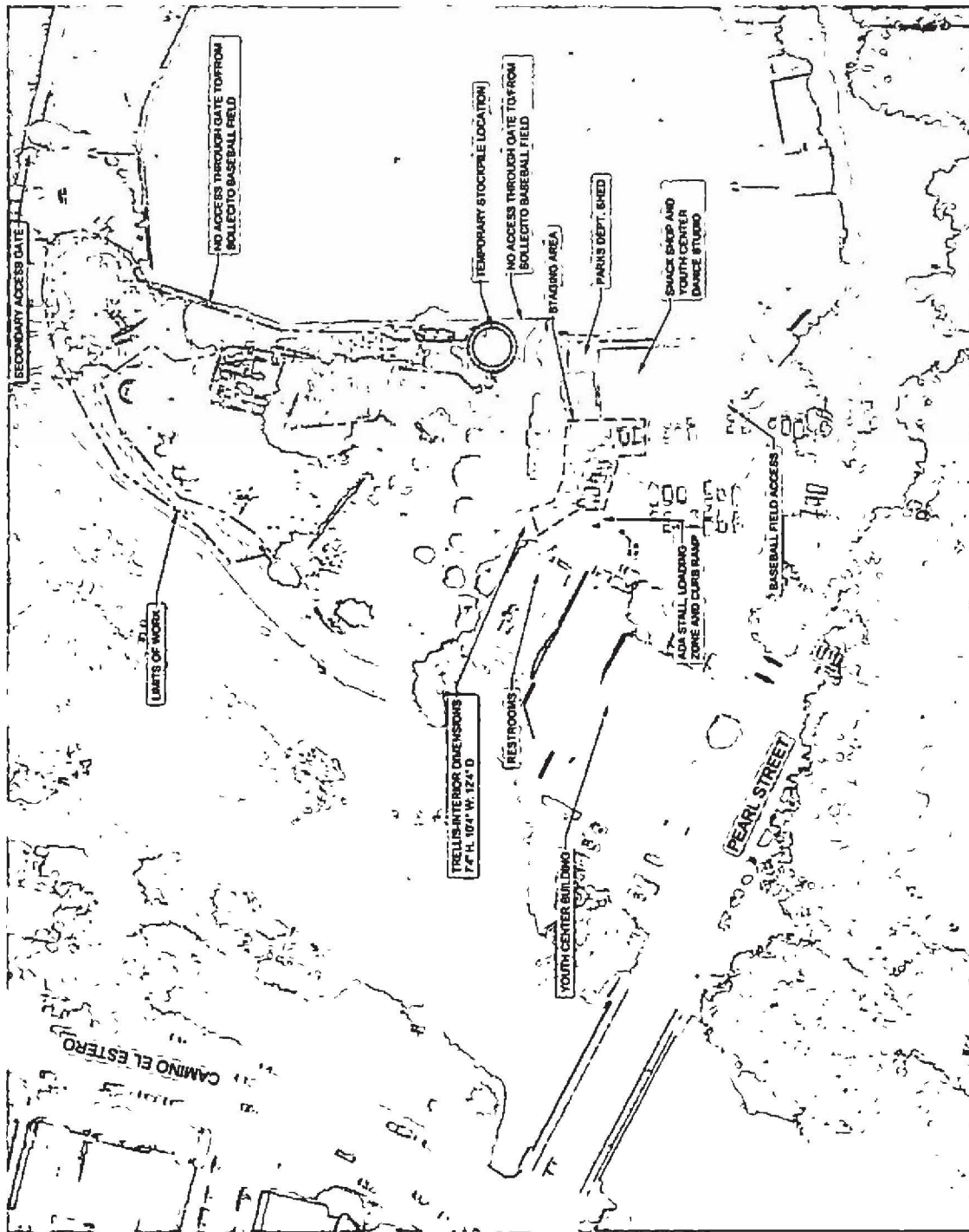
ADA PARKING STALL, LOADING ZONE AND CURB RAMP SHALL REMAIN FREE AND CLEAR AT ALL TIMES

ACCESS TO BASEBALL FIELD AND YOUTH CENTER FACILITIES SHALL REMAIN FREE AND CLEAR AT ALL TIMES

ACCESS TO PARKING LOT SHALL REMAIN FREE AND CLEAR AT ALL TIMES

ACCESS TO PLAYGROUND IS THROUGH TRELLIS. TRELLIS MAY BE UNBOLTED AND REMOVED FOR INCREASED VERTICAL CLEARANCE. CONTRACTOR SHALL COORDINATE WITH PARKS DEPARTMENT OPERATIONS MANAGER. REPLACEMENT TRELLIS TO ORIGINAL CONDITION (MINUS ANY VEGETATION) UPON COMPLETION OF PROJECT

BENCHMARK IS IN MAIL AT ELEVATION 12.37 ON PARKING LOT NEAR PLAYGROUND PEDESTRIAN ENTRANCE



DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT CW-07M PARK-NORTH SIDE PATH ADA UPGRADES <small>(REVISED 10/24/11)</small>		STAGING PLAN SHEET 1 OF 11
PROJECT NO. DRAWING NO. DATE SCALE DESIGNED BY CHECKED BY APPROVED BY	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 550 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.649.3921 WEBSITE: WWW.MONTEREY.ORG	EXHIBIT SHEET NO. DATE SCALE DESIGNED BY CHECKED BY APPROVED BY

CAO RISK

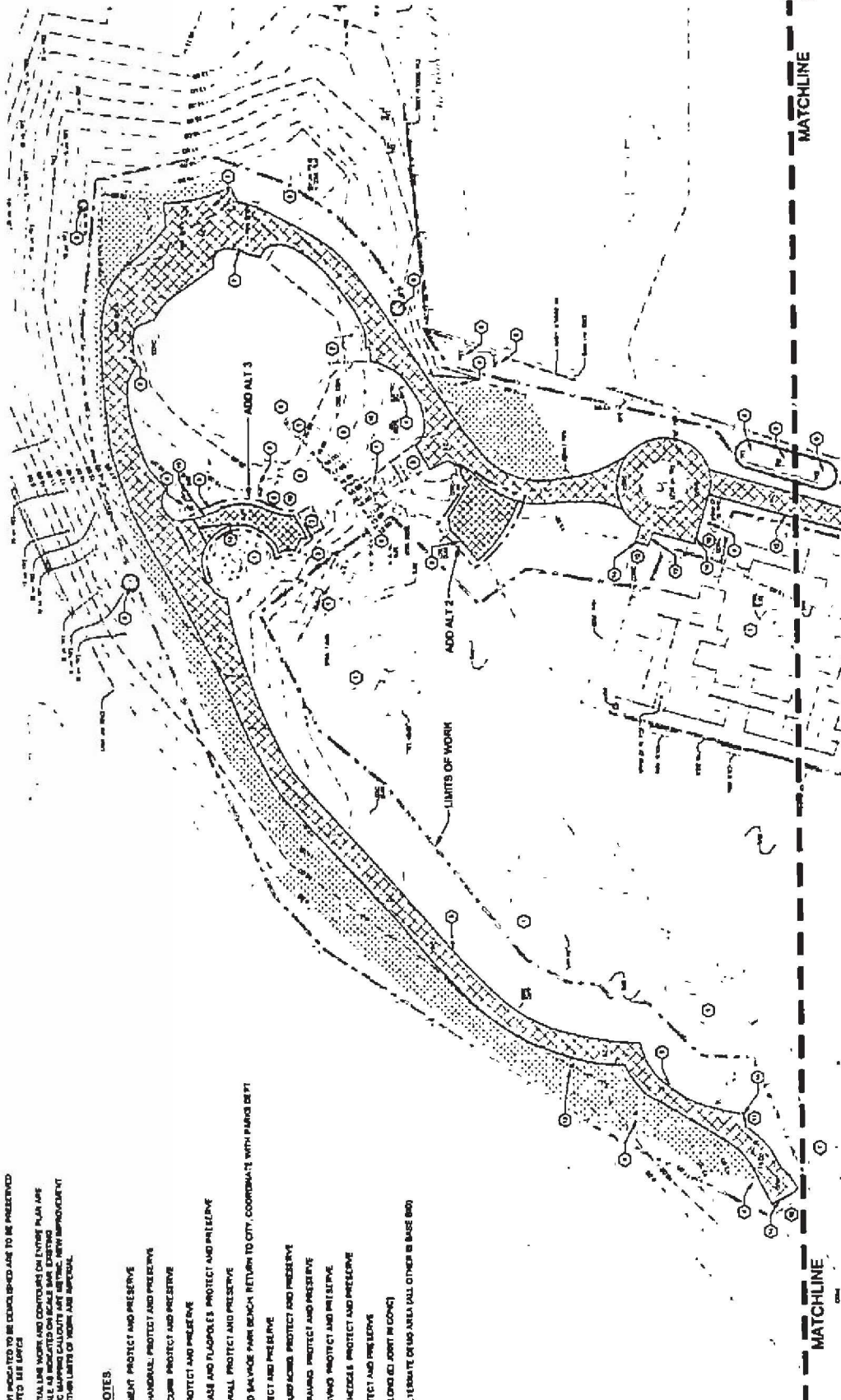
DEMOLITION GENERAL NOTES

VERIFY LOCATION AND DEPTH OF ALL UTILITIES IN THE FIELD
ALL ITEMS NOT INDICATED TO BE DEMOLISHED ARE TO BE PRESERVED
AND PROTECTED. SEE LIST
ALL HORIZONTAL LINE WORK AND CONTOURS ON EXISTING PLAN ARE
GENERAL SCALE AS INDICATED ON SCALE BAR. EXISTING
TOPOGRAPHIC MAPS CALLOUTS ARE METRIC. NEW IMPROVEMENT
CALLOUTS WITHIN LIMITS OF WORK ARE IMPERIAL.

REFERENCE NOTES

1. PLAY EQUIPMENT: PROTECT AND PRESERVE
2. STEPS AND HANDRAILS: PROTECT AND PRESERVE
3. CONCRETE CURB: PROTECT AND PRESERVE
4. UTILITIES: PROTECT AND PRESERVE
5. FLAGPOLES: PROTECT AND PRESERVE
6. CONCRETE WALL: PROTECT AND PRESERVE
7. REMOVE AND SALVAGE PARK BENCH: RETURN TO CITY, COORDINATE WITH PARKS DEPT
8. TREE: PROTECT AND PRESERVE
9. RESILIENT SURFACING: PROTECT AND PRESERVE
10. CONCRETE PAVING: PROTECT AND PRESERVE
11. ASPHALT PAVING: PROTECT AND PRESERVE
12. FENCE AND HEDGES: PROTECT AND PRESERVE
13. LIGHT: PROTECT AND PRESERVE
14. SAW CUT (ALONG E.D. JOINT IN CONC)
15. ADDITIVE ALTERNATE DRUG AREA (ALL OTHERS IN BASE BID)

Agreement 2008-08-08 Page 106 of 152

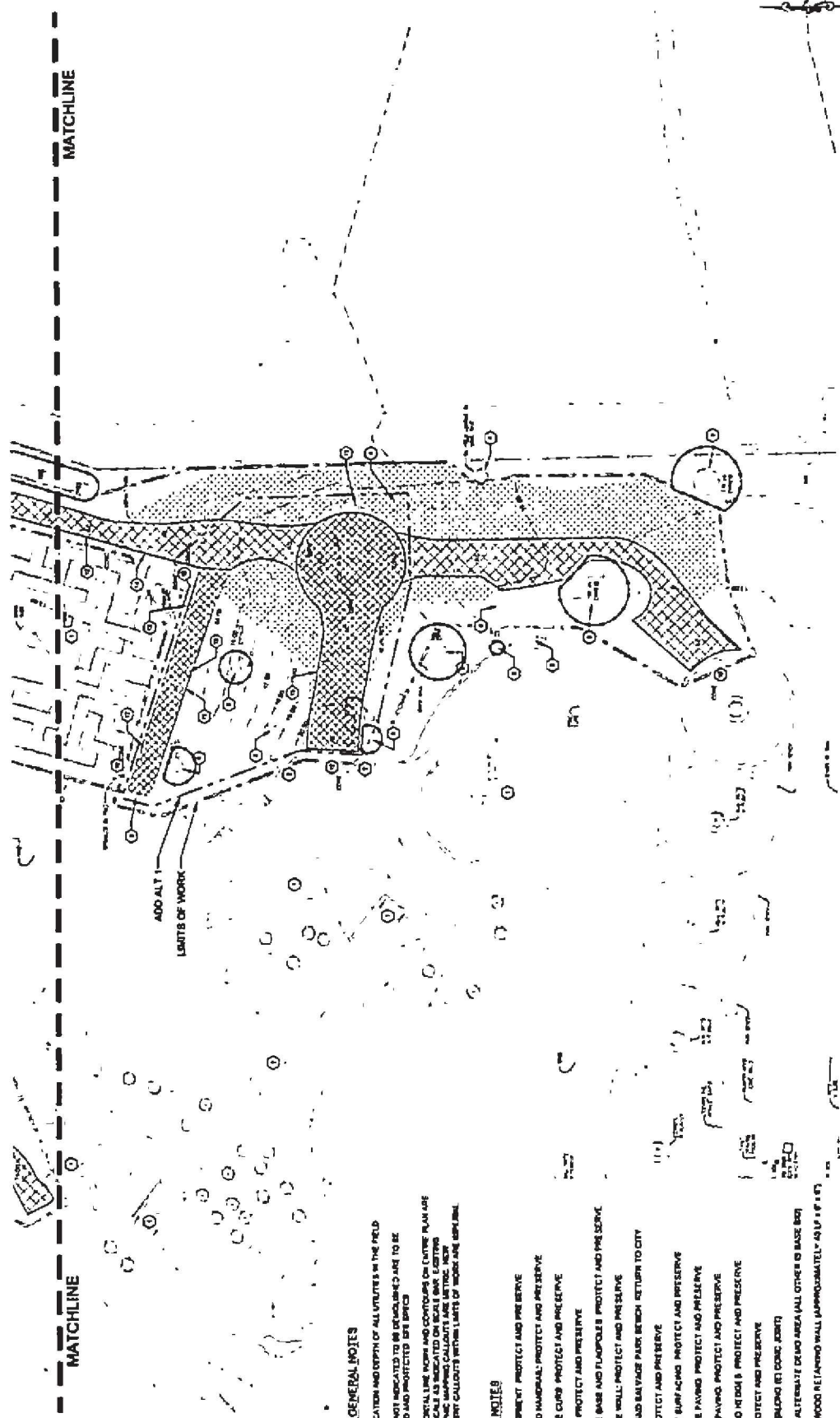


CAO RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831 648 3021 WEBSITE: WWW.MONTEREY.ORG



DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CW-07M PARK-NORTH SIDE PATH ADA UPGRADES
(SHEET 106 OF 152)
C-2
DEMOLITION PLAN NORTH



DEMOLITION GENERAL NOTES

- 1. VERIFY LOCATION AND DEPTH OF ALL UTILITIES IN THE FIELD
- 2. ALL ITEMS NOT INDICATED TO BE DEMOLISHED ARE TO BE PRESERVED AND PROTECTED SEE SPEC
- 3. ALL HORIZONTAL LINE WORK AND CONTOURS ON ENTIRE PLAN ARE REFERENCE SCALE AS INDICATED ON SCALE BAR. EXISTING TOPOGRAPHIC SURFACE ELEVATIONS SHALL BE INDICATED BY THE SURVEYOR. ELEVATIONS SHALL BE INDICATED BY THE SURVEYOR.

REFERENCE NOTES

- 1. PLANT EQUIPMENT: PROTECT AND PRESERVE
- 2. SITE AND MAINTAIN: PROTECT AND PRESERVE
- 3. CONCRETE CURB: PROTECT AND PRESERVE
- 4. UTILITIES: PROTECT AND PRESERVE
- 5. FLAGPOLE BASE AND FLAGPOLE: PROTECT AND PRESERVE
- 6. CONCRETE WALL: PROTECT AND PRESERVE
- 7. REMOVE AND SAVAGE PARK BENCH RETURN TO CITY
- 8. TREE: PROTECT AND PRESERVE
- 9. REINFORCED SURFACING: PROTECT AND PRESERVE
- 10. CONCRETE PAVING: PROTECT AND PRESERVE
- 11. ASPHALT PAVING: PROTECT AND PRESERVE
- 12. FENCE AND HEDGES: PROTECT AND PRESERVE
- 13. LIGHT: PROTECT AND PRESERVE
- 14. SAW CUT (ALONG RT CONC. Joints)
- 15. EXISTING ALTERNATE DRIVE AREA (ALL OTHERS TO BASE BOX)
- 16. REMOVE WOOD RELINING WALL (APPROXIMATELY 45' x 10' x 8')

CAO

RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: (831) 646-3021 WEBSITE: WWW.MONTEREY.ORG

DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CW-07H PARK-NORTH SIDE PATH ADA UPGRADES
DEMOLITION PLAN SOUTH
C-3
SECTION 11

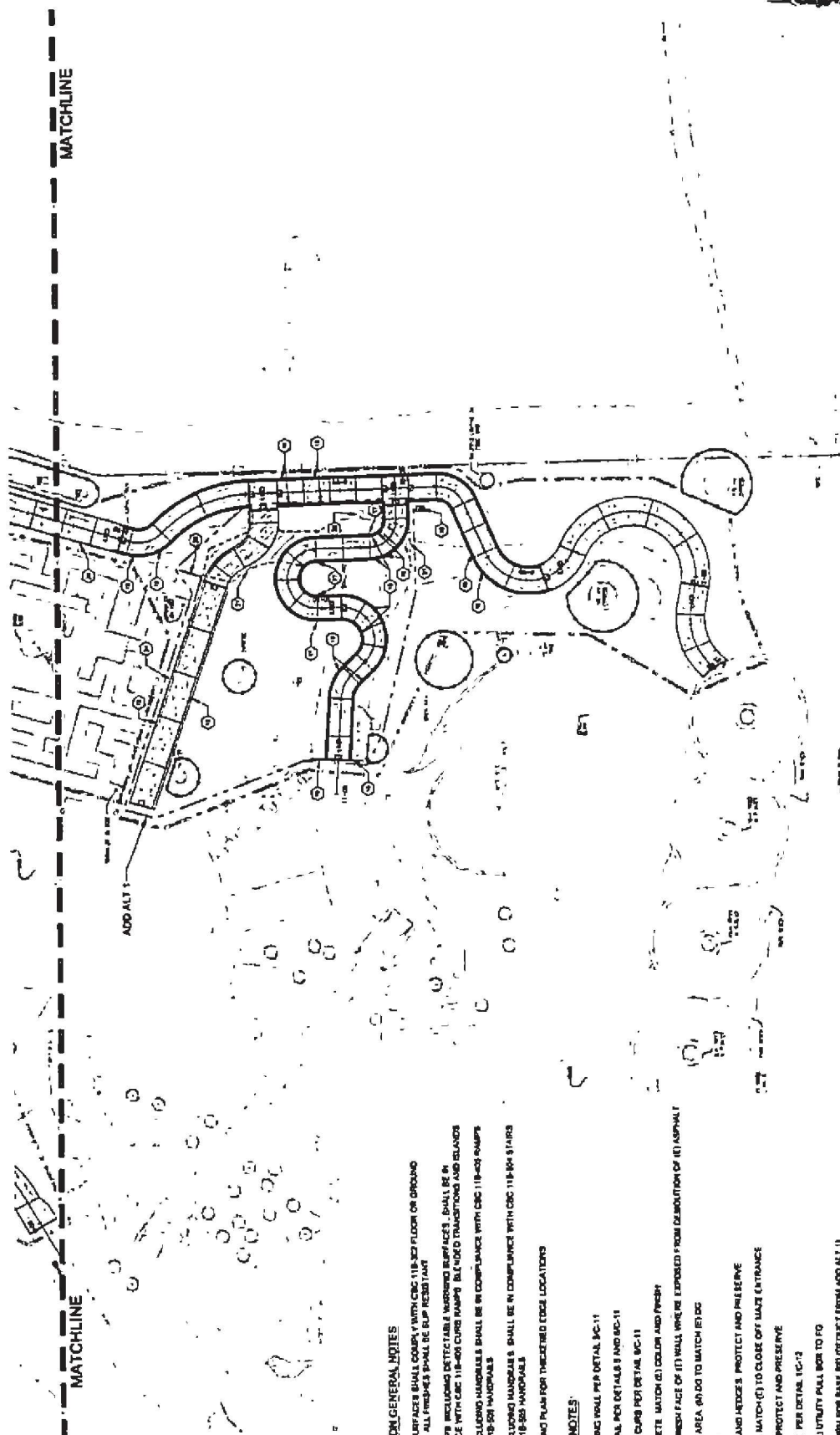


CONSTRUCTION PLAN NORTH



CONCRETE WEAPONED PLATE,
JOINT UNLESS OTHERWISE STATED

CONCRETE EXPANSION JOINT



CONSTRUCTION GENERAL NOTES

1. ALL SURFACES SHALL COMPLY WITH CBC 118-002 FLOOR OR GROUND SURFACES. ALL FINISHES SHALL BE RUP RESISTANT.
2. CURB RAUPS INCLUDING DETECTABLE WARNING SURFACES, SHALL BE IN COMPLIANCE WITH CBC 118-009 CURB RAUPS. ALL USED THUNDERBOLT AND CLANDER AND CBC 118-001 HANDRAILS SHALL BE IN COMPLIANCE WITH CBC 118-004 RAUPS.
3. ALL RAUPS INCLUDING HANDRAILS SHALL BE IN COMPLIANCE WITH CBC 118-004 RAUPS.
4. ALL RAUPS INCLUDING HANDRAILS SHALL BE IN COMPLIANCE WITH CBC 118-004 RAUPS.
5. SEE GRADING PLAN FOR THEORETICAL ELEVATIONS.

REFERENCE NOTES:

1. RETAINING WALL PER DETAIL 10-11
2. HANDRAIL PER DETAIL 10-11
3. WHEEL CURB PER DETAIL 10-11
4. CONCRETE MATCH (C) COLOR AND FINISH
5. BACK FRESH FACE OF (F) WALL WHERE EXPOSED FROM EXAMINATION OF (E) ASPHALT
6. CONFORM AREA (A) DO TO MATCH (E) DO
7. NOT USED
8. FENCE AND HEDGES PROTECT AND PRESERVE
9. FENCE MATCH (C) TO CLOSE OFF UTAZ ENTRANCE
10. FENCE PROTECT AND PRESERVE
11. DO STAMP PER DETAIL 10-11

CONSTRUCTION LEGEND

- CONCRETE WEAKENED PLANE
- JOINT UNLESS OTHERWISE STATED
- CONCRETE EXPANSION JOINT

CAO RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL 831 648 3921 WEBSITE: WWW.MONTEREY.ORG

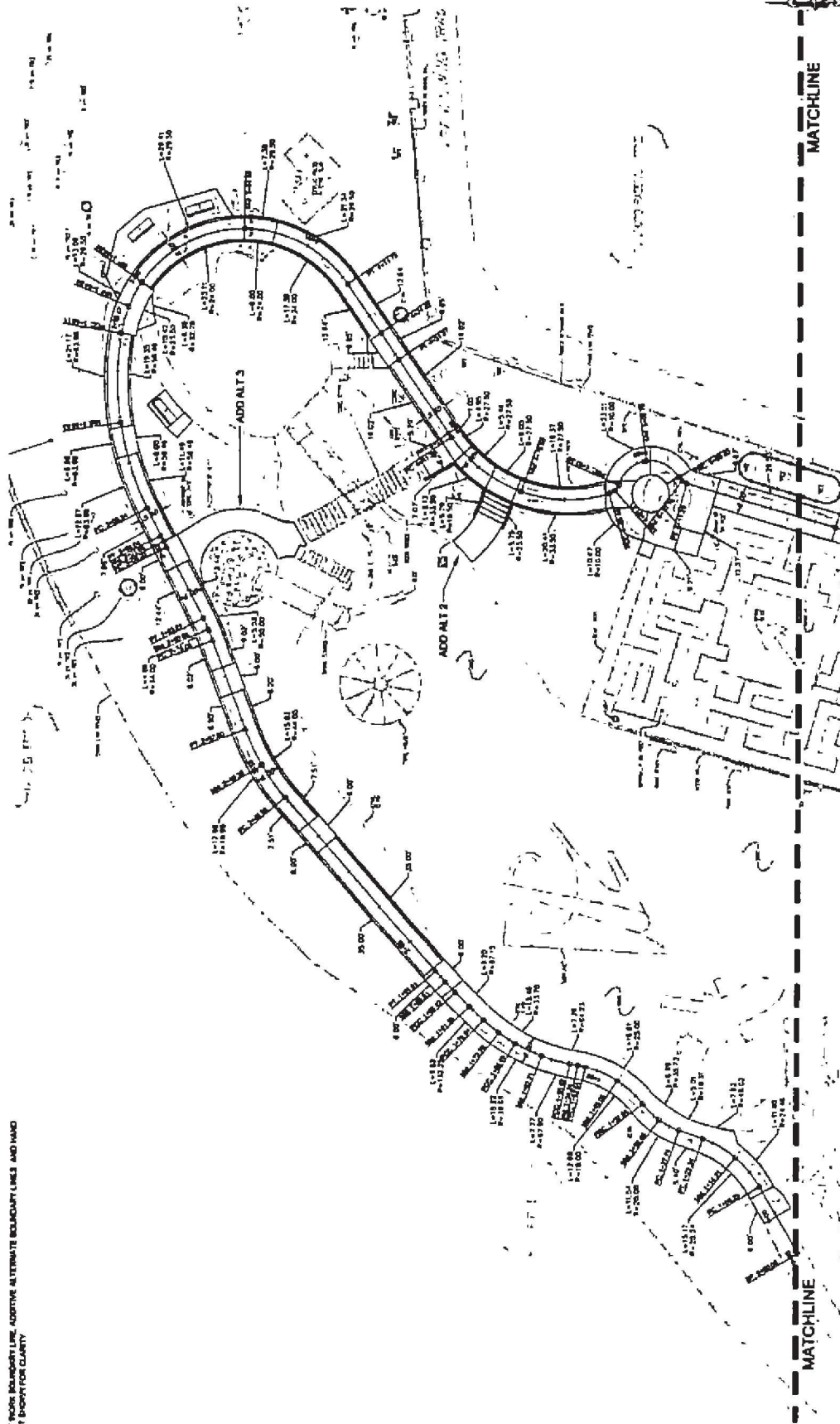


DENNIS THE MERACE WALKWAY / ACCESS IMPROVEMENT
CW-OTM PARK-NORTH SIDE PATH ADA UPGRADES
(2017-10-10, 2017-11-17)
C-5
CONSTRUCTION PLAN SOUTH

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/10/17	ISSUED FOR PERMIT	J. L. L.	J. L. L.
2	11/17/17	REVISION	J. L. L.	J. L. L.

LAYOUT GENERAL NOTES

ALL VERTICAL LINE WORK AND CONTROLS ON EXISTING PLAN AND ELEVATION SCALE AS INDICATED ON SCALE BAR. EXISTING TOPOGRAPHIC, MAPPING, CALCULATED, AND METRIC NEW IMPROVEMENT CALLOUTS WITHIN LIMITS OF WORK ARE SHOWN.
LIMITS OF WORK INDICATED BY LINE. EXISTING ALTERNATE ELEVATION LINES AND HAD SHALL NOT BE USED FOR CLARITY.



<p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831 646 3921 WEBSITE: WWW.MONTEREY.ORG</p>		<p>DENNIS TIER MENACE WALKWAY / ACCESS IMPROVEMENT CW-OTM PARK-NORTH SIDE PATH ADA UPGRADES (SHEET 25 OF 27)</p>	<p>C-6 SHEET 1 OF 10</p>
<p>LAYOUT PLAN NORTH</p>		<p>DATE: 10/15/10 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>	

CAO

RISK

GRADING GENERAL NOTES

1. ALL GRADING SHALL COMPLY WITH CIRC. 118-403 WALKING SURFACES AND 118-402 FLOOR OR GROUND SURFACES. WALKWAY SLOPES SHALL NOT EXCEED 1% IN THE DIRECTION OF TRAVEL AND 7% CROSS SLOPE.
2. RAMP SLOPES SHALL BE IN COMPLIANCE WITH CIRC. 118-403 RAMP SLOPES AND CIRC. 118-402 FLOOR OR GROUND SURFACES. RAMP SLOPES SHALL NOT EXCEED 8% IN THE DIRECTION OF TRAVEL AND 7% CROSS SLOPE.
3. STEPS SHALL BE IN COMPLIANCE WITH CIRC. 118-404 STEPS.
4. LANDINGS SHALL BE IN COMPLIANCE WITH CIRC. 118-403 RAMP SLOPES, FOR RAMP LANDINGS AND STAGNANT LANDINGS. LANDINGS SLOPES SHALL NOT EXCEED 1% IN ANY DIRECTION.
5. ELEVATIONS SHOWN ARE FOR FRESH GRADE OF WALKWAY SURFACES, UNLESS OTHERWISE STATED.
6. TOP OF CURB ELEVATION ARE 4" ABOVE THE WALKWAY FRESH GRADE, AS PER DETAIL AC.11.
7. TOP OF CONCRETE WALL ELEVATIONS ARE 4" ABOVE THE WALKWAY FRESH GRADE, UNLESS OTHERWISE STATED.
8. INSTALL RITE HITTING ACCORDINGLY ON BASE BID CUT AND FILL SLOPES.
9. PARTS OF WORK BOUNDARY LINE, ADJUTIVE ALTERNATE'S BOUNDARY LINE, AND MAAD BAA NOT SHOWN FOR CLARITY.

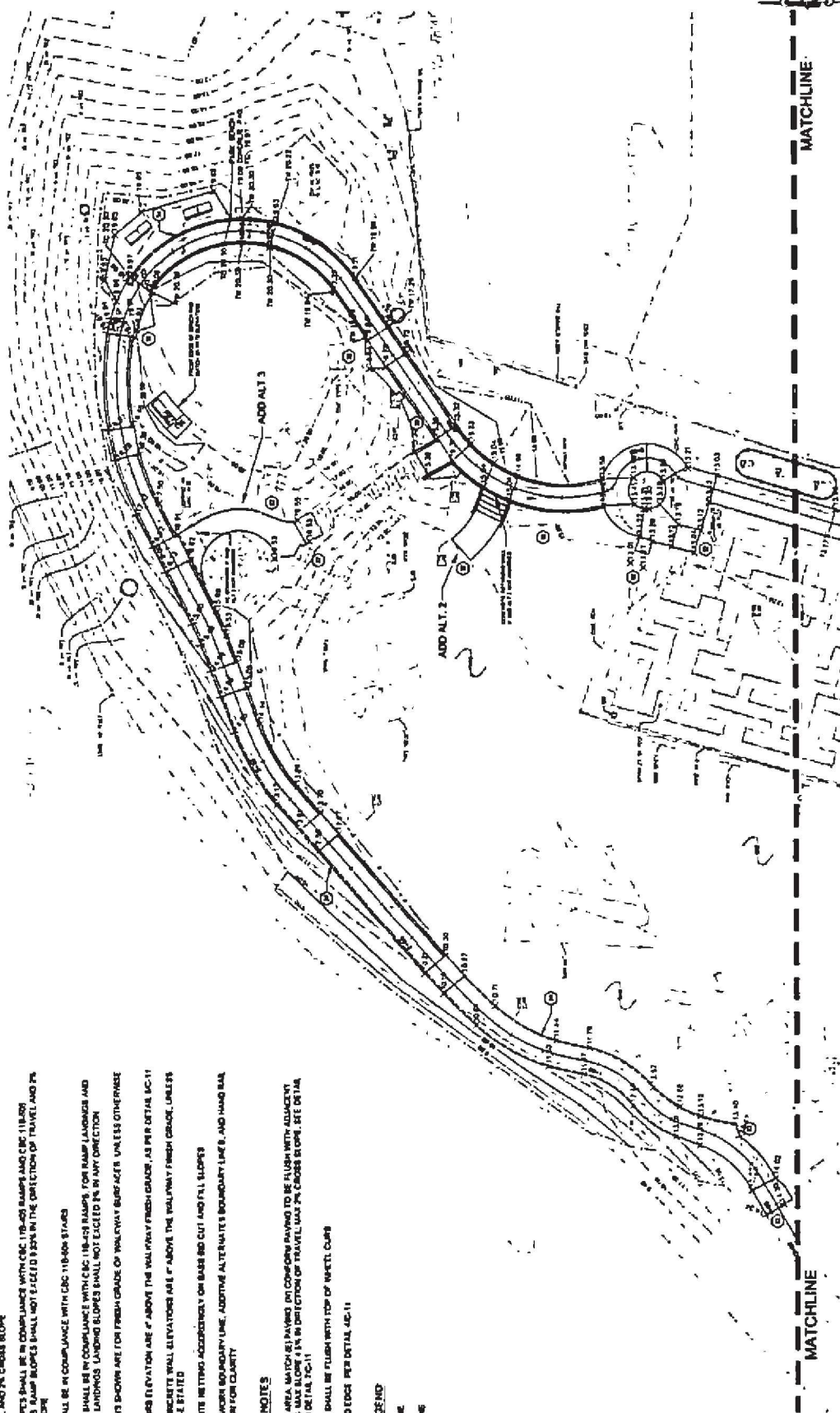
REFERENCE NOTES

1. CONFORM AREA MATCH (E) DRAWING ON CONFORMING DRAWING TO BE FLUSH WITH ADJUTIVE (E) DRAWING AND BOUNDARY LINE IN DIRECTION OF TRAVEL AND 7% CROSS SLOPE. SEE DETAIL AC.11 AND DETAIL AC.11.
2. CONFORM SHALL BE FLUSH WITH TOP OF WALKWAY CURB.
3. MATCHED EDGE PER DETAIL AC.11.

GRADING LEGEND

- FILL LINE
- CUT LINE

Agreement #: Ag-5986 - Page 12 of 52



DENISE THE MENACE WALKWAY / ACCESS IMPROVEMENT
CW-07M PARK-NORTH SIDE PATH ADA UPGRADES
(SHEET 12 OF 12)

GRADING PLAN NORTH

DATE	BY	CHKD BY



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: (831) 844-3321 WEBSITE: WWW.MONTEREY.ORG

CAO RISK



GRADING GENERAL NOTES:

1. WALKING SURFACES SHALL COMPLY WITH CBC 11B-403 WALKING SURFACES AND 11B-402 FLOOR OR GROUND SURFACES. WALKWAY SLOPES SHALL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL AND 2% CROSS SLOPE.
2. RAMP SLOPES SHALL BE IN COMPLIANCE WITH CBC 11B-405 RAMPS AND CBC 11B-406 HANDRAILS. RAMP SLOPES SHALL NOT EXCEED 8.33% IN THE DIRECTION OF TRAVEL AND 2% CROSS SLOPE.
3. STEPS SHALL BE IN COMPLIANCE WITH CBC 11B-504 STAIRS.
4. LANDINGS SHALL BE IN COMPLIANCE WITH CBC 11B-405 RAMPS. FOR RAMP LANDINGS AND STAIRWAY LANDINGS, LANDING SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION.
5. ELEVATIONS SHOWN ARE FOR FINISH GRADE OF WALKWAY SURFACES, UNLESS OTHERWISE STATED.
6. TOP OF CURB ELEVATIONS ARE 4" ABOVE THE WALKWAY FINISH GRADE, AS PER DETAIL 8C-11.
7. TOP OF CONCRETE WALL ELEVATIONS ARE 4" ABOVE THE WALKWAY FINISH GRADE, UNLESS OTHERWISE STATED.
8. INSTALL JUTE NETTING ACCORDINGLY ON BASE BID CUT AND FILL SLOPES.
9. LIMITS OF WORK BOUNDARY LINE, ADDITIVE ALTERNATES BOUNDARY LINES AND HAND RAILS NOT SHOWN ON THIS SHEET FOR CLARITY.

REFERENCE NOTES:

1. CONFORM AREA, MATCH (E) PAVING, (M) CONFORM PAVING TO BE FLUSH WITH ADJACENT (E) PAVING, MAX SLOPE 4.5% IN DIRECTION OF TRAVEL, MAX 2% CROSS SLOPE. SEE DETAIL 11C-11 AND DETAIL 7C-11.

CONFORM SHALL BE FLUSH WITH TOP OF WHEEL CURB

4" SLOPED EDGE PER DETAIL 4C-11

GRADING LEGEND:

- FILL LINE
- CUT LINE

CAO

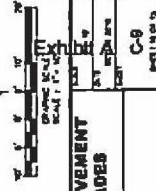
RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 100 PACIFIC STREET, MONTEREY, CA 93940
 TEL: (831) 546-3521 WEBSITE: WWW.MONTEREY.ORG



PROJECT NO.	111111
DATE	11/11/11
DESIGNED BY	111111
CHECKED BY	111111
IN CHARGE	111111
DATE	11/11/11

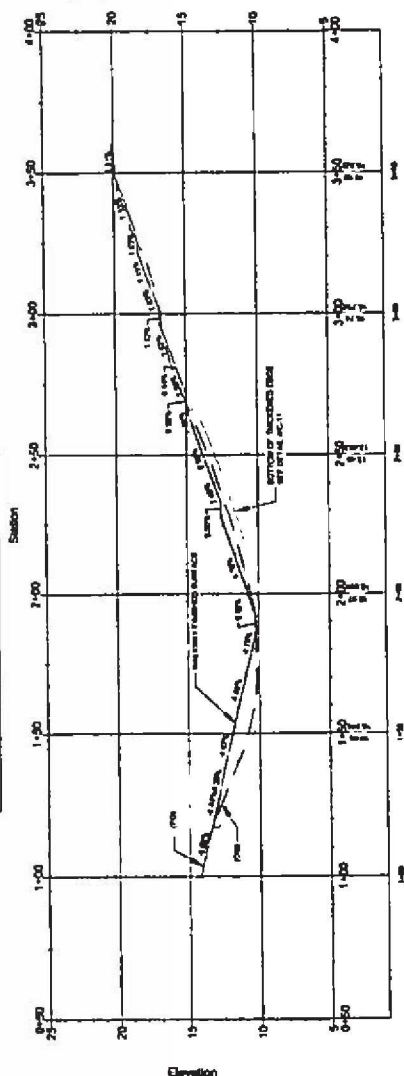
DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CH-OTM PARK-NORTH SIDE PATH ADA UPGRADES
 GRADING PLAN SOUTH



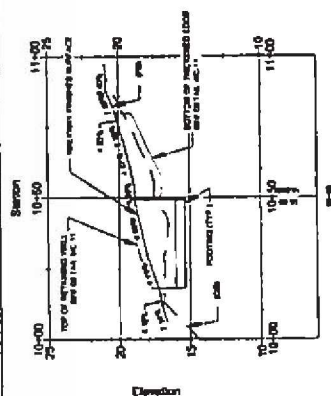
PROFILE GENERAL NOTES:

1. HAND RAIL AND FACKET CURBS NOT SHOWN FOR CLARITY
2. PROFILES SHOWN FOR (EXTRADING PURPOSES) DESIGNED TO BE ESTABLISHED BASED ON CHANGING MATES CA AND C-4
3. ADD ALT 1 WALKWAY CENTERLINE STA 10+08.00 TO 10+92.79 INTERSECTS WALKWAY CENTERLINE STA 6+11.00

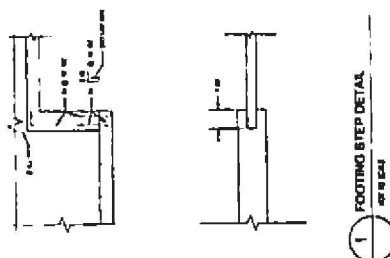
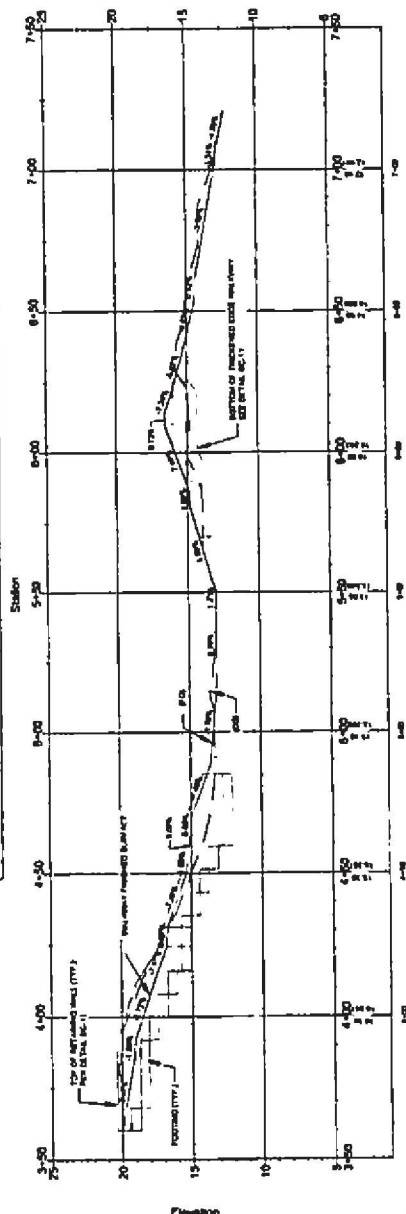
WALKWAY CENTER LINE STA 0+88.99 TO 3+59.98 PROFILE



ADD ALT 1 WALKWAY CENTERLINE STA 10+08.00 TO 10+92.79 PROFILE



WALKWAY CENTER LINE STA 3+59.98 TO 7+20.71 PROFILE



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 550 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831 845 3921 WEBSITE: WWW.MONTEREY.ORG

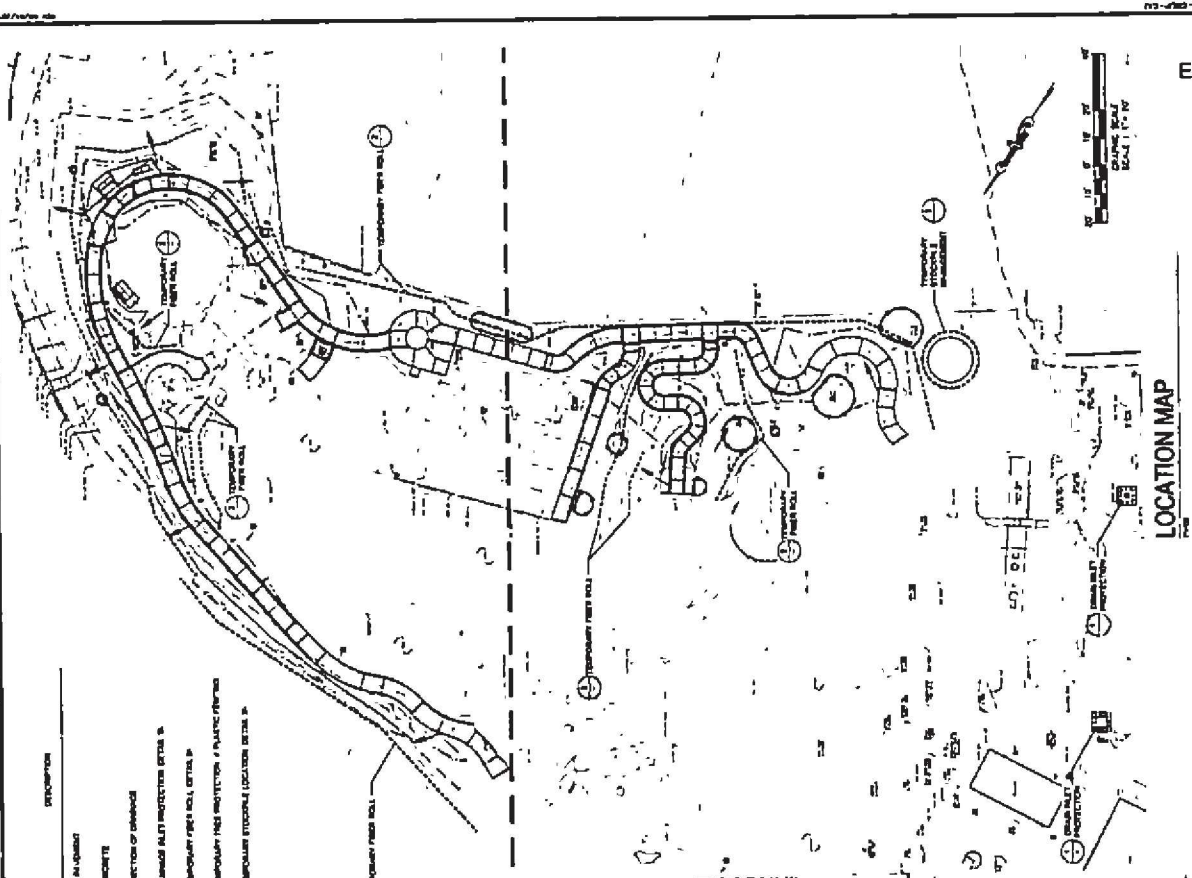
DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT
CW-OTM PARK-NORTH SIDE ADA UPGRADES
 (SECTION 204-471)

WALKWAY CENTERLINE PROFILES



CAO RISK





LOCATION MAP

LEGEND

SYMBOL	DESCRIPTION
ACR (SHIELD)	ACR (SHIELD)
CONCRETE	CONCRETE
DIRECTION OF DRAINAGE	DIRECTION OF DRAINAGE
DRAINAGE ALLEY PROTECTION DETAIL	DRAINAGE ALLEY PROTECTION DETAIL
TEMPORARY FIBER ROLL DETAIL	TEMPORARY FIBER ROLL DETAIL
TEMPORARY FIBER ROLL DETAIL	TEMPORARY FIBER ROLL DETAIL
TEMPORARY STOCKPILE LOCATION DETAIL	TEMPORARY STOCKPILE LOCATION DETAIL

EROSION AND SEDIMENT CONTROL PLAN NOTES

1. BEST MANAGEMENT PRACTICES (BMPs) AT A MINIMUM, THE FOLLOWING BMPs ARE REQUIRED REGARDLESS OF WEATHER CONDITIONS AND AS APPLICABLE TO THE CONSTRUCTION ACTIVITIES PLANNED. VERIFY ALL OF THE BELOW MEASURES ARE ADDRESSED ON THE EDCP SUBMITTAL, AS APPLICABLE.

2. WET WEATHER MEASURES: IF POSSIBLE, AVOID LAND DISTURBANCE ACTIVITIES DURING THE WET WEATHER SEASON (OCTOBER 15 THROUGH APRIL 15). IF WET WEATHER MEASURES ARE REQUIRED, EXISTING BMP MATERIALS (FIBER ROLLS, FIBER ROLLS, GRAVEL BAGS, MATS, OR OTHER) SHALL BE KEPT ON-SITE FOR PRE-RAIN DETAIL.

3. EXISTING VEGETATION: PROTECT EXISTING VEGETATION. AVOID REMOVAL AS REQUIRED AND WHEREVER POSSIBLE, INSTALL APPROPRIATE PROTECTIVE FENCING PERIMETER CONTROLS PRIOR TO WORK.

4. FENCING AND SEDIMENT CONTROL: AS APPLICABLE, SLOPE AND SOIL STABILIZATION BMPs SHALL BE UTILIZED TO PREVENT SLOPE EROSION AND SOIL LOSS. UNOCCUPIED OFF-SITE AND OFF-SITE NO SEDIMENT MAY LEAVE THE SITE, OR POLLUTE STORMWATER ALONGSIDE FROM THE CONSTRUCTION SITE.

5. STOCKPILE MANAGEMENT: ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE, AND SECURED AT THE END OF EACH DAY. STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT, AND PRIOR TO LEAVING THE SITE. NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO THE STREET.

6. WASTE MANAGEMENT: ALL CONSTRUCTION WASTE SHALL BE CONTAINED AND SECURELY COVERED ON-SITE, INCLUDING TRASH, PAINT, GROUT, CONCRETE, ETC. ANY WASTE OUT FACILITY SHALL BE CONTAINED, MAINTAINED, AND ITS CONTENTS DISPOSED OF PROPERLY. NO MATERIAL SHALL BE WASHED INTO THE STREET.

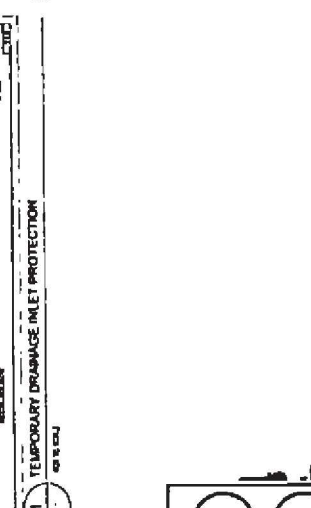
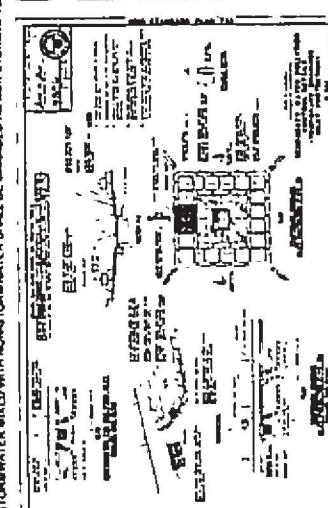
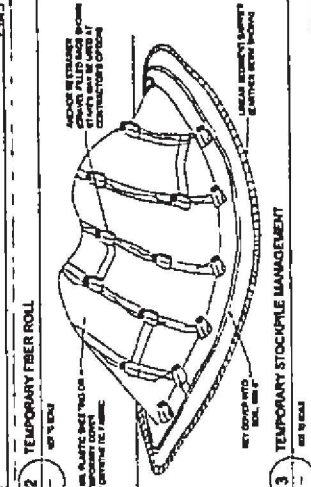
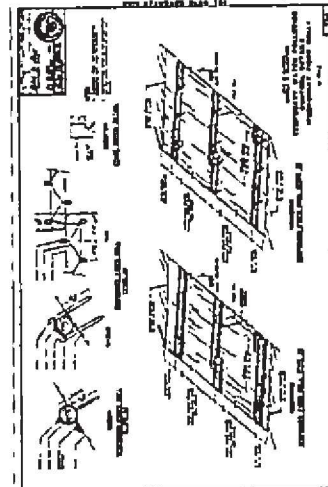
7. VEHICLES AND EQUIPMENT: RESPONSIBLE PARTIES MUST ENSURE ALL VEHICLES AND EQUIPMENT ARE MAINTAINED IN GOOD WORKING ORDER. VEHICLES MUST CAUSE DIRT, MUD, OIL, GREASE, OR FUEL TO BE DISCHARGED OR TRACKED OFF-SITE INTO THE STREET. INACTIVE VEHICLES/EQUIPMENT MUST USE COVER AND/OR DIRT PANS.

8. DRAINAGE PROTECTION AND PERIMETER CONTROLS: DRAINAGE INLETS THAT RECEIVE STORM WATER MUST BE COVERED OR OTHERWISE PROTECTED FROM RECEIVING SEDIMENT, MUD, DIRT, OR ANY DEBRIS, AND INCLUDE GUTTER CONTROLS AND FILTRATION WHERE APPLICABLE IN A MANNER NOT IMPEDING TRAFFIC OR SAFETY. PROPERLY INSTALLED DITCHING OR FOUNTAIN LINEAR CONTROL SHALL BE EROSION ALONG SITE PERIMETER TO PREVENT MOVEMENT OF SEDIMENT AND DEBRIS OFF-SITE.

9. SHELTERING ALL MATERIALS SURFACES (CONCRETE, STEEL, ETC.) SHALL BE PHYSICALLY SWEPT (NOT WASHED OR HOSED DOWN) AND MAINTAINED FREE OF DEBRIS AND ACCUMULATIONS OF DIRT. NO TRACKING OFF-SITE.

10. DEWATERING: NO DEWATERING IS ALLOWED FROM CONSTRUCTION SITE UNLESS DISCHARGE IS AN EXCEPTION TO THE DISCHARGE PROHIBITIONS PER CITY CODE CH 316-1901 EXCEPT IN ASSES DRAINAGES. ANY DISCHARGE MUST BE ELIMINATED BY CITY AND APPLICABLE REGULATORY AGENCIES.

11. STORMWATER MIXED WITH NON-Stormwater SHALL BE MANAGED AS NON-Stormwater.



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3821 WEBSITE: WWW.MONTEREY.ORG		PROJECT NO. 17-0000 SHEET NO. 17-0000 DATE: 10/15/2017 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]	EROSION AND SEDIMENT CONTROL PLAN DENNIS THE MENACE WALKWAY / ACCESS IMPROVEMENT CW-OTM PARK-NORTH SIDE PATH ADA UPGRADES (SHEET 12 OF 12) C-12 PART 1 OF 2
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CAO RISK

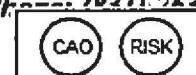
Bid Proposal

**Dennis the Menace Park
Walkway/Access Improvement (32N1339)
CW-DTM Park Northside Path
ADA Upgrades (32N1421)
Monterey, California
November 8, 2016**

Submitted By:

GRANITE™

**580 West Beach Street
Watsonville, California 95076
Phone: (831) 762-6100**



1042

DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339)
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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	4,500.-	4,500.-
2	Storm Water Compliance	1	LS	10,000.-	10,000.-
3	Traffic Control	1	LS	2,500.-	2,500.-
4	Clear, Grub and Demolition	1	LS	40,000.-	40,000.-
5	Earthwork	1	LS	17,500.-	17,500.-
6	Concrete Paving	4,150	SF	19.-	78,850.-
7	Decomposed Granite Paving	110	SF	24.-	2,640.-
8	Concrete Wall, less than 3'	175	LF	400.-	70,000.-
9	Concrete Wheel Curb, 4"x6"	540	LF	12.-	6,480.-
10	Thickened Edge	300	LF	20.-	6,000.-
11	Handrails	715	LF	175. ⁵⁰	125,482. ⁵⁰
12	Park Bench	3	EA	750.-	2,250.-
13	Asphalt Conform Paving	255	SF	18.-	4,590.-
14	Record Drawings	1	LS	500.-	500.-
TOTAL BASE BID (ITEMS 1 THROUGH 14) (In Words) Three hundred seventy one thousand two hundred ninety two dollars and fifty cents					(In Figures) \$ 371,292. ⁵⁰

ADDITIVE ALTERNATE 1 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
15	Clear, Grub and Demolition	1	LS	13,800.-	13,800.-
16	Earthwork	1	LS	2,575.-	2,575.-
17	Concrete Paving	845	SF	19.20	16,224.-
18	Concrete Wall, less than 3'	55	LF	400.-	22,000.-
19	Concrete Wheel Curb, 4"x8"	230	LF	4.-	920.-
20	Thickened Edge	115	LF	25.-	2,875.-
21	Handrails	180	LF	173.-	31,140.-
22	Chain-Link Fence, 4' high	10	LF	85.-	850.-
23	(Deduct) Asphalt Conform Paving	(225)	SF	-10.20	-2,295.-
TOTAL ADDITIVE ALTERNATE 1 BID (ITEMS 15 THROUGH 23) (In Words) <u>Eighty eight thousand eighty nine dollars</u>					(In Figures) \$ <u>88,089.-</u>

ADDITIVE ALTERNATE 2 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
24	Clear, Grub and Demolition	1	LS	3,500.-	3,500.-
25	Earthwork	1	LS	1,375.-	1,375.-
26	Concrete Paving	60	SF	45.-	2,700.-
27	Decomposed Granite Paving	40	SF	21.-	840.-
28	Concrete Wall, less than 3'	8	LF	200.-	1,600.-
29	Concrete Stairs, 6' width	4	EA	2,000.-	8,000.-
30	Handrails	14	LF	150.-	2,100.-
TOTAL ADDITIVE ALTERNATE 2 BID (ITEMS 24 THROUGH 30) (In Words) <u>Twenty thousand one hundred fifteen dollars</u>					(In Figures) \$ <u>20,115.-</u>

ADDITIVE ALTERNATE 3 SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
31	Clear, Grub and Demolition	1	LS	3,450. [—]	3,450. [—]
32	Earthwork	1	LS	1,275. [—]	1,275. [—]
33	Concrete Paving	160	SF	30. ⁵⁰	4,880. [—]
34	(Deduct) Asphalt Conform Paving	(30)	SF	-76. ⁵⁰	-2,295. [—]
TOTAL ADDITIVE ALTERNATE 3 BID (ITEMS 31 THROUGH 34) (In Words) <u>Seven thousand three hundred ten dollars</u>					(In Figures) \$ 7,310. [—]

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1, 2, and 3 (ITEMS 1 THROUGH 34) (In Words) <u>Four hundred eighty six thousand eight hundred six dollars and fifty cents</u>	(In Figures) \$ 486,806. ⁵⁰
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 34).

BID ITEM DESCRIPTIONS

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

1. Mobilization and Demobilization

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

2. Storm Water Compliance

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

3. Traffic Control

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

4. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

5. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes

rough grading, fine grading, and jute netting on fill. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

6. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

7. Decomposed Granite Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for decomposed granite paving and finishing and other cost associated to install standard decomposed granite paving complete in place, as shown on the plans and specified herein.

8. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

9. Concrete Wheel Curb, 4"x6"

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install concrete wheel curbs complete in place, as shown on the plans and specified herein.

10. Thickened Edge

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install thickened edges complete in place, as shown on the plans and specified herein.

11. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

12. Park Bench

Measurement and payment for this item shall be on a unit price per each City furnished item (EA) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install park benches complete in place, as shown on the plans and specified herein.

13. Asphalt Conform Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

14. Record Drawings

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

15. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown

or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

16. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

17. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

18. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

19. Concrete Wheel Curb, 4"x6"

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install concrete wheel curbs complete in place, as shown on the plans and specified herein.

20. Thickened Edge

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install thickened edges complete in place, as shown on the plans and specified herein.

21. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

22. Chain Link Fence, 4' high

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials, and equipment to install chain link fencing complete in place, as shown on the plans and specified herein.

23. (Deduct) Asphalt Conform Paving

Measurement and Base Bid deduction for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall deduct from the Base Bid for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

24. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown

or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

25. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

26. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

27. Decomposed Granite Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for decomposed granite paving and finishing and other cost associated to install standard decomposed granite paving complete in place, as shown on the plans and specified herein.

28. Concrete Wall, less than 3'

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install concrete walls complete in place, as shown on the plans and specified herein.

29. Concrete Stairs, 6' width

Measurement and payment for this item shall be on a unit price per each item (EA) basis. The unit price cost shall pay for all the costs of labor, materials and equipment for form placement, concrete placement and finishing, rebar placement and other cost associated to install 6' wide concrete stairs complete in place, as shown on the plans and specified herein.

30. Handrails

Measurement and payment for this item shall be on a unit price per lineal foot (LF) basis. The unit price cost shall pay for all the costs of labor, materials and equipment required to install handrails complete in place, as shown on the plans and specified herein.

31. Clear, Grub and Demolition

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 labor, materials and equipment for the clearing and grubbing of construction areas and demolition and proper disposal of asphalt concrete paving, concrete paving, decomposed granite paving, park benches and park elements shown on plan for removal. Also, work includes removal and disposal of all objectionable material shown or not on the plan and all other work necessary to clear the area for construction of the walkways. Payment for saw-cutting of asphalt and concrete paving to conform with new paving as shown on the Drawings shall be included in the lump sum price for Demolition. Payment for tree protection shall be included in the lump sum price for demolition.

32. Earthwork

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum costs shall pay for all the costs of labor, materials and equipment for earthwork to complete the project. Earthwork includes excavation, backfilling, compaction and disposal of excess soil or import backfill material necessary to prepare the sub grade

for the installation of new pavements and other items shown on the plans and specified herein. Earthwork includes rough grading and fine grading. Payment for adjustment of all existing drainage elements (manholes and or catch basins), valve boxes, meter boxes, electrical pull boxes and clean outs to final finished grades shall be included in the contract lump sum price for Earthwork.

33. Concrete Paving

Measurement and payment for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall pay for all the costs of labor, materials, and equipment for form placement, concrete placement and finishing and other cost associated to install standard concrete paving complete in place, as shown on the plans and specified herein.

34. (Deduct) Asphalt Conform Paving

Measurement and Base Bid deduction for this item shall be on a unit price per square foot (SF) basis. The unit price costs shall deduct from the Base Bid for all the costs of labor, materials, and equipment for asphalt concrete placement and finishing and other cost associated to install standard asphalt concrete conform paving complete in place, as shown on the plans and specified herein.

ANCILLARY ITEMS

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

LUMP SUM PRICE BREAKDOWN

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

BID CLARIFICATION

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

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

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

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

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

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

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

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

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: 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 November 8, 2016.

Name of Firm: GRANITE CONSTRUCTION COMPANY

Address: 580 West Beach Street, Watsonville CA 95076

Telephone: (831) 763-6100

Email: penn.shortes@gcinc.com

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

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


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA (Please acknowledge with initials)**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
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) 824-2110	Sherman Low
Vine Hill School Road/Tabor Drive Sidewalk & Bike Lanes	City of Scotts Valley	1 Civic Center Drive Scotts Valley, CA 95066	(831) 438-6854	Majid Yamin

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

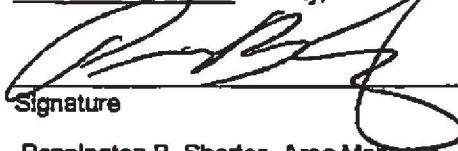
The undersigned declares:

I am the 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 8th day of November, 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 8th day of November, 2016 in Watsonville [city], Santa Cruz County, California.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

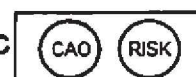


**DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENTS
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES**

Agreement #: Ag-5986 - Page 133 of 152

GRANITE CONSTRU

REV 05/31/2016



LOCAL HIRING REQUIREMENT

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

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

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

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

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

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

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

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

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


 Signature

Pennington B. Shortes, Area Manager
 Printed Name and Title

November 8, 2016
 Date

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

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

Signature

Printed Name and Title

Date

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: DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT (32N1339), CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES (32N1421)

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

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

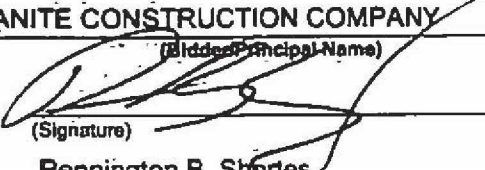
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents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

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

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 2nd day of November, 2016 by their duly authorized agents or representatives.

GRANITE CONSTRUCTION COMPANY	
(Bidding Principal Name)	
By:	
	(Signature)
	Pennington B. Shores
	(Typed or Printed Name)
Title:	Area Manager
(Attach Notary Public Acknowledgement of Principal's Signature)	



FEDERAL INSURANCE COMPANY	
(Surety Name)	
By:	
	(Signature of Attorney-In-Fact for Surety)
	Ashley Stinson
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgement of Authorizing Signature on Attorney-In-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
Scott Bishop, Underwriting Manager	
(Contact Name)	
15 Mountain View Road	
(Street Address)	
Warren, NJ 07059	
(City, State & Zip Code)	
(908) 903-3485	(908) 903-3656
Telephone	Fax
N/A	
(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 November 8, 2016 before me, M.I. Barron 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.

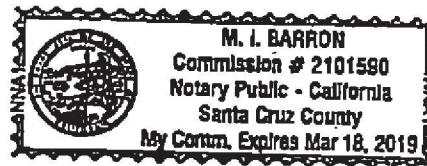
WITNESS my hand and official seal.

Signature

M.I. Barron

(Seal)

M.I. Barron Notary Public



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz


On November 2, 2016 before me, Tobi Stonich, Notary Public
(insert name and title of the officer)

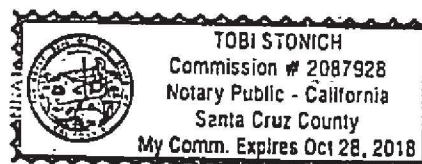
personally appeared Ashley Stinson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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


Tobi Stonich, Notary Public



(Seal)

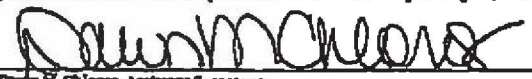
CHUBB**Power of Attorney****Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

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. Gilmard, 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 29th day of August, 2016.


Dawn M. Chiores, Assistant Secretary




David B. Norris, Jr., Vice President

**STATE OF NEW JERSEY**

County of Somerset

On this 29th day of August, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chiores, 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. Chiores, 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. 2318886
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. Chiores, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that:

- the foregoing extract of the By-Laws of the Companies is true and correct;
- the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached;
- 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
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **November 2, 2016**




Dawn M. Chiores, Assistant Secretary

IF THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS GOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT THE ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903-3493 Fax (908) 903-3093 e-mail: surety@chubb.com

Form 13-10-01543-U CORP CONSENT (rev. 06-16)

Agreement #: Ag-5986 - Page 141 of 152

CAO

RISK

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:

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

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

GRANITE CONSTRUCTION COMPANY

(Contractor Name)

By:

(Signature)

Pennington B. Shortes, Area Manager

REV 05/31/2016

GRANITE CONSTRUCTION



(THIS PAGE INTENTIONALLY LEFT BLANK)

PERFORMANCE BONDBOND NO. 82448743PREMIUM: \$817.00

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 Dennis the Menace Walkway/ Access Improvements & CW - DTM Park North Side Path ADA Upgrades (32n1421) 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 Federal Insurance Company, surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of ~~Three hundred seventy-one thousand, two hundred ninety-two dollars and fifty cents~~ dollars (\$ \$371,292.50) 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 effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

Granite Construction Company

By



PRINCIPAL Kenneth B. Olson, Assistant Secretary

By: N/A

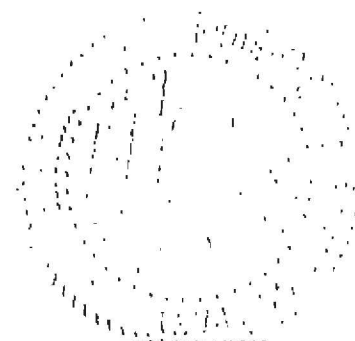
PRINCIPAL

Federal Insurance Company

By:



ATTORNEY-IN-FACT Ashley Stinson



DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENTS
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES

Agreement #: Ag-5986 - Page 144 of 152

REV 05/31/2016

Executed In 21

CAO

RISK

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On December 14, 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.

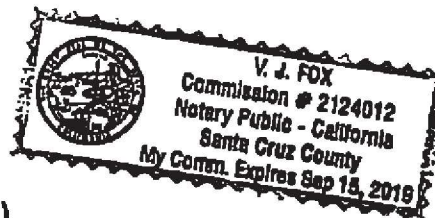
WITNESS my hand and official seal.

Signature



V.J. Fox, Notary Public

(Seal)



Premium: Included In Performance Bond

Part III, Page 4

PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: 82448743

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 Three hundred seventy-one thousand, two hundred ninety-two dollars and fifty cents Dollars (\$371,292.50), 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 DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENT, CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES in accordance with OWNER's Call for Bids documents and Principal's Bid Dated 11/8/2016, 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;

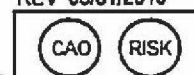
NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (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 9550-9586 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.

DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENTS
CW-DTM PARK-NORTH SIDE PATH ADA UPGRADES

Agreement #: Ag-5986 - Page 146 of 152

REV 05/31/2016



Executed In 2 Counterparts

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

14th day of December, 2016

Federal Insurance Company

Surety

By: 

Ashley Stinson, Attorney-In-Fact

Print Name/Title

15 Mountain View Road, Warren NJ 07059

Address


(908) 903-3451

Telephone Number

Email Address

Granite Construction Company

Principal

By: 

Kenneth B. Olson, Assistant Secretary

Print Name/Title

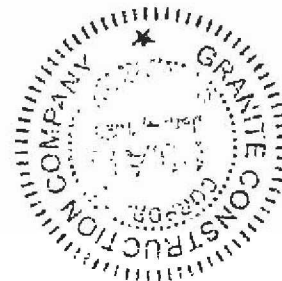
585 West Beach Street, Watsonville CA 95076

Address

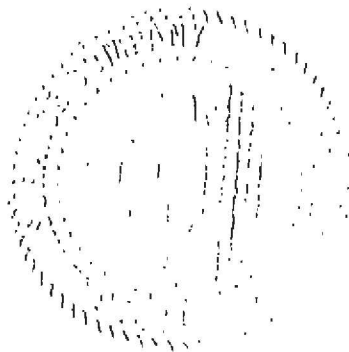
(831) 724-1011

Telephone Number

Email Address



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 December 14, 2016 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

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

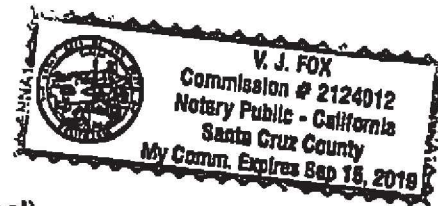
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public

(Seal)



CHUBB

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, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Virginia 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 bonds or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or received in the course of business on behalf of the Company or otherwise, 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 shall be 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 29th day of August, 2016.


Dawn M. Chiores, Assistant Secretary




David B. Morris, Jr., Vice President



County of Somerset
STATE OF NEW JERSEY
On this 29th day of August, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chiores, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and the said Dawn M. Chiores, 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 seal thereof, that the seal affixed to the foregoing Power of Attorney was such corporate seal and was thereunto affixed by authority of said Companies, and that the signature of David B. Morris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Morris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

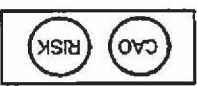
KATHLEEN J. ADRIAN
NOTARY PUBLIC OF NEW JERSEY
No. 2316888
Commission Expires July 16, 2019



CERTIFICATION
I, Dawn M. Chiores, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies"), do hereby certify that the foregoing extract of the By-Laws of the Companies is true and correct, the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached.
(iii) 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, Bureau of Fiscal Service, 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 the foregoing Power of Attorney is true, correct and in full force and effect.
Given under my hand and seal of said Companies at Warren, NJ this December 14, 2016




Dawn M. Chiores, Assistant Secretary



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

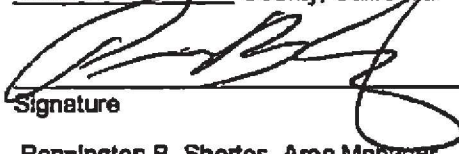
The undersigned declares:

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 8th day of November, 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 8th day of November, 2016 in Watsonville [city], Santa Cruz County, California.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



DENNIS THE MENACE WALKWAY/ACCESS IMPROVEMENTS
GW-OTM PARK NORTH SIDE PATH ADA UPGRADES

REV 05/31/2016



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

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


 Signature

Pennington B. Shortes, Area Manager
 Printed Name and Title

November 8, 2016
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111 John Gilliland INSURED Granite Construction Company 585 West Beach Watsonville, CA 95076	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com FAX (A/C, No): 415-874-4818
INSURER(S) AFFORDING COVERAGE	
INSURER A: VALLEY FORGE INS CO	NAIC # 20508
INSURER B: CONTINENTAL CAS CO	20443
INSURER C: TRANSPORTATION INS CO	20494
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 48736652

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	GL 2074978689	10/01/16	10/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BOA2074978692	10/01/16	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OED <input type="checkbox"/> RETENTIONS	X	2068209453	10/01/16	10/01/17	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WC274978661 (MT, WI, HI)	10/01/16	10/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A		X	WC274978644 (AOS/Stop Gap)	10/01/16	10/01/17	
A		X	WC274978630 (CA)	10/01/16	10/01/17	
C		X	WC274978658 (NY)	10/01/16	10/01/17	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

201 673902 Dennis the Menace Walkway/Access Improvements & CW-DTM Park-North Site Path ADA Upgrades Projects (32N1421)

The City of Monterey and its officers, officials, employees, and volunteers are heroby named as additional insureds, per the attached endorsements.

Excess coverage follows form for GL and Auto policies.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 03/10

CERTIFICATE HOLDER

201 673902

CITY OF MONTEREY

580 Pacific Street, Room 7

Monterey, CA 93940

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alliant Insurance Services, Inc.

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ACORD 25 (2010/05)

arnett

48736652

The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/22/2016

NAME OF INSURED: Granite Construction Company

The City of Monterey and its officers, officials, employees, and volunteers are hereby named as additional insureds, per the attached endorsements.

Excess coverage follows form for GL and Auto policies.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition 4. **Other Insurance** (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Incorporated	

Countersigned by _____
Authorized Representative



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE –n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties. **Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2016

WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company
WC 274978630 Valley Forge Insurance Company