

PUBLIC WORKS CONTRACT (Informal Bid)

Rehabilitation of 300 Glenwood Circle, Unit 293 Project

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 23 day of January, 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and CYPRESS DEVELOPMENT COMPANY hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's 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 the Rehabilitation of 300 Glenwood Circle, Unit 293 Project. Work is to be as set out in the Specifications on file in the Office of the Housing & Property Manager and as in the Contractor's Proposal attached hereto, dated January 13, 2017, in an amount not to exceed thirty three thousand one hundred sixty five dollars and 43 cents (\$33,165.43) 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) working days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. 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. Specifications
 - B. Accepted Proposal
 - C. Non-Collusion Declaration
 - D. Debarment and Suspension Certification

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

CITY OF MONTEREY:

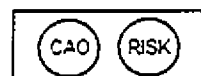
By: _____

City Manager, or his designee

CYPRESS DEVELOPMENT COMPANY

By: _____

James R. Fastle, Owner





CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

IN-FORMAL BID

This is a Community Development Block Grant Project

TECHNICAL SPECIFICATIONS APPROVED BY:

[Signature]

 HCD COORDINATOR

DATE: 11.17.16

APPROVED FOR CONSTRUCTION:

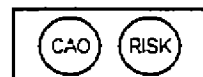
[Signature]

 HOUSING AND PROPERTY MANAGER

DATE: November 17, 2016

Master Specification Revision: 05/31/2016

Project Specification Revision: 11/17/2016



PUBLIC WORKS CONTRACT (Informal Bid)

Rehabilitation of 300 Glenwood Circle, Unit 293 Project

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 23 day of January, 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and CYPRESS DEVELOPMENT COMPANY hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's 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 the Rehabilitation of 300 Glenwood Circle, Unit 293 Project. Work is to be as set out in the Specifications on file in the Office of the Housing & Property Manager and as in the Contractor's Proposal attached hereto, dated January 13, 2017, in an amount not to exceed **thirty three thousand one hundred sixty five dollars and 43 cents (\$33,165.43)** 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) working days** from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. 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. Specifications
 - B. Accepted Proposal
 - C. Non-Collusion Declaration
 - D. Debarment and Suspension Certification

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

CITY OF MONTEREY:

By: 
City Manager, or his designee

CYPRESS DEVELOPMENT COMPANY

By: 
James R. Fastl, Owner

REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS..... 1

 SPECIFICATIONS AND BID FORMS..... 1

 MANDATORY PRE-BID CONFERENCE 1

 PREVAILING WAGES 1

 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 1

 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS..... 2

 FEDERAL LOBBYING RESTRICTIONS 3

 BID BOND 4

 BID VALIDITY 4

 RESPONSIBLE BIDDER 4

 BID REJECTION 5

 UNBALANCED BID..... 5

 BIDDER PROTEST 5

 INTERPRETATION OF SPECIFICATIONS..... 5

 DEFINITIONS..... 6

PART II: PROPOSAL..... 1

 BID SCHEDULE 1

 BASIS OF AWARD 2

 BID ITEM DESCRIPTIONS..... 3

 ANCILLARY ITEMS 6

 LUMP SUM PRICE BREAKDOWN..... 6

 BID CLARIFICATION 6

 DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS 7

 ACKNOWLEDGEMENT OF ADDENDA 8

 BIDDER'S STATEMENT OF QUALIFICATIONS..... 9

 SUBCONTRACTOR'S LIST..... 10

 NONCOLLUSION DECLARATION..... 11

 DEBARMENT AND SUSPENSION CERTIFICATION..... 12

 CERTIFICATION OF WORKERS' COMPENSATION INSURANCE..... 13

 CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY 14

 EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT..... 15

 EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS 17

 DISCLOSURE OF LOBBYING ACTIVITIES..... 20

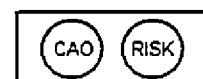
 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS..... 22

PART III: GENERAL PROVISIONS..... 1

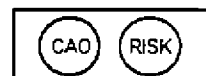
 BIDDING..... 1

 CONTRACT AWARD AND EXECUTION 1

 SAMPLE PUBLIC WORKS CONTRACT 2



(THIS PAGE INTENTIONALLY LEFT BLANK)



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

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Housing and Property Manager, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., Tuesday, December 20, 2016, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **Rehabilitation of 300 Glenwood Circle, Unit 293** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to rehabilitate Unit 293 at 300 Glenwood Circle.

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

MANDATORY PRE-BID CONFERENCE

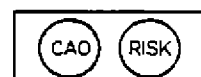
A mandatory pre-bid conference is scheduled for 10:00 am on Wednesday, December 7, 2016 at 300 Glenwood Cir., #293, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid.

PREVAILING WAGES

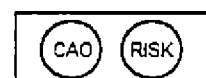
Per Section 110 of the Housing and Community Development Act of 1974, as amended, 42 C.S.C. section 5310, Davis Bacon Wage Rates do not apply to rehabilitation of residences which are traditionally occupied by fewer than eight families and which do not have more than seven distinct living units with separate bathrooms and kitchens. The work covered under this contract will include single family units only; therefore, Prevailing Wage Rates do not apply to this project.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

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



SCOPE OF WORK.....	3
CONTROL OF WORK.....	4
CONTROL OF MATERIALS	6
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	8
PROSECUTION AND PROGRESS.....	10
PAYMENT	11
PART IV: SPECIAL PROVISIONS	1
GENERAL	1
PLANS AND SPECIFICATIONS.....	1
TIME LIMITS	1
LICENSES AND PERMITS.....	1
SITE INSPECTION	2
SUBMITTALS.....	2
PROTECTION OF PRIVATE PROPERTY	3
CONSTRUCTION QUALITY CONTROL	3
GUARANTEE	5
REGULATIONS.....	5
PUBLIC SAFETY AND PROTECTION OF THE WORK	5
INDEMNIFICATION AND HOLD HARMLESS.....	5
INSURANCE	6
LIQUIDATED DAMAGES	8
CONSTRUCTION PROCEDURE	9
REMOVAL OF OBSTRUCTIONS.....	9
CONTRACT PLANS AND SPECIFICATIONS.....	9
DUST CONTROL.....	10
CONNECTION TO EXISTING UTILITIES	10
SANITARY FACILITIES	10
INSPECTION OF WORK.....	10
APPENDIX A: BID PROPOSAL FORMS	1
APPENDIX B: FLOOR PLAN.....	1



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

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

Section 3 Numerical Goals/Targets are as follows:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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

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

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

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

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

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

DBE Commitment Submittal

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

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

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



Good Faith Efforts Submittal

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

If the DBE Commitment form (Exhibit 15-G) shows that the DBE goal has been met, Contractors that have submitted the lowest, second lowest or third lowest bids must also complete and submit "Exhibit 15-H DBE Information – Good Faith Efforts" within seven (7) calendar days of the bid opening to protect eligibility for award of the contract in the event the City finds that the DBE goal has not been met.

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

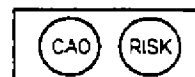
1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication),
2. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates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

FEDERAL LOBBYING RESTRICTIONS

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

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

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



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

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

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

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

BID BOND

A bid bond is not required for this project.

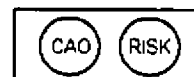
BID VALIDITY

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

RESPONSIBLE BIDDER

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

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



acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;

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

BID REJECTION

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

UNBALANCED BID

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

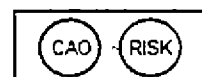
BIDDER PROTEST

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

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the HCD Coordinator 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, Thane Wilson, HCD Coordinator, by emailing twilson@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 HCD Coordinator 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 HCD Coordinator reserves the right to make decisions on extending the bid period.

DEFINITIONS

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

- CITY:** The term City refers to and indicates the City of Monterey, Monterey County, State of California.
- ENGINEER OR CITY ENGINEER** The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
- BIDDER:** Party submitting a bid for consideration by the City of Monterey.
- CONTRACTOR:** The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
- COUNCIL OR CITY COUNCIL:** The City Council of the City of Monterey.
- PLANS:** The project plans referred to herein.
- SPECIAL PROVISIONS:** Part IV of these Specifications.
- SPECIFICATIONS:** This document, in its entirety.
- STANDARD SPECIFICATIONS:** 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.
- STANDARD PLANS:** Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
- ADA:** Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
- CBC:** California Building Codes, latest edition as adopted by the City of Monterey.
- IBC:** International Building Codes, latest edition.
- INSTALL:** Purchase, set-up, test and warrant a new component.
- REPLACE:** Remove and dispose of original material; purchase new material and deliver and install.
- REPAIR** Return building component to like new condition through replacement, adjustment and/or recoating of parts, test and warrant.
- RE-INSTALL:** Remove, clean, store and install a component, test and warrant.



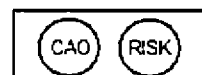
REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293**CITY OF MONTEREY****PART II: PROPOSAL**

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

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

BID SCHEDULE

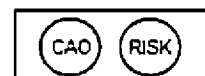
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Replace Carpet and Pad, Living Room	1	LS		
3	Replace Carpet and Pad, Bedroom 1	1	LS		
4	Replace Carpet and Pad, Bedroom 2	1	LS		
5	Replace Carpet and Pad, Dining Room	1	LS		
6	Replace Carpet and Pad, Hallway	1	LS		
7	Replace Windows	4	EA		
8	Replace Slider and Screen	1	LS		
9	Replace Window Blinds	4	EA		
10	Replace Slider Blinds	1	EA		
11	Replace Toilet	1	LS		
12	Replace Vinyl Flooring, Bathroom	1	LS		
13	Demolition & Install Walk-In Shower	1	LS		
14	Replace Towel Rack	1	EA		
15	Replace Vinyl Flooring, Kitchen	1	LS		
16	Replace Kitchen Faucet	1	LS		
17	Replace Stove	1	LS		
18	Replace Garbage Disposal	1	LS		
19	Clean Vent Hood	1	LS		



20	Replace Vent Filter	1	LS		
21	Replace Smoke/Carbon Monoxide Detector	3	EA		
22	Replace Closet Doors, Bedroom 1	1	LS		
23	Replace Closet Doors, Bedroom 2	1	LS		
24	Replace Dryer Vent Hose	1	LS		
25	Repair HVAC	1	LS		
26	Install Plastic Walkway	1	LS		
27	Replace All Light Bulbs	1	LS		
28	Re-Key Locks	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 28) (In Words) <hr/> <hr/>					(In Figures) \$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 28).



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 HCD Coordinator. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Replace Carpet and Pad, Living Room

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 remove existing carpet and pad and install new Mohawk Floorscapes Commercial - #129 Cattail, Pad 7/16 6# (or equivalent) carpet and pad in living room, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

3. Replace Carpet and Pad, Bedroom 1

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 remove existing carpet and pad and install new Mohawk Floorscapes Commercial - #129 Cattail, Pad 7/16 6# (or equivalent) carpet and pad in bedroom 1, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

4. Replace Carpet and Pad, Bedroom 2

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 remove existing carpet and pad and install new Mohawk Floorscapes Commercial - #129 Cattail, Pad 7/16 6# (or equivalent) carpet and pad in bedroom 2, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

5. Replace Carpet and Pad, Dining Room

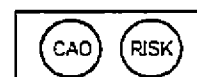
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary to remove existing carpet and pad and install new Mohawk Floorscapes Commercial - #129 Cattail, Pad 7/16 6# (or equivalent) carpet and pad in living room, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

6. Replace Carpet and Pad, Hallway

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 remove existing carpet and pad and install new Mohawk Floorscapes Commercial - #129 Cattail, Pad 7/16 6# (or equivalent) carpet and pad in hallway, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

7. Replace Windows

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



to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for removal and installation of new double pane, retrofit Milgard Tuscan Series windows (or equivalent), as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

8. Replace Slider and Screen

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 removal and installation of new double pane, retrofit Milgard Tuscan Series slider and screen (or equivalent), as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

9. Replace Window Blinds

Measurement and payment for this item shall be on an each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for removal and installation of new in kind or equivalent window blinds, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

10. Replace Slider Blinds

Measurement and payment for this item shall be on an each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for removal and installation of new in kind or equivalent slider blinds, as shown on plan and in accordance with these specifications, and as directed by the HCD Coordinator.

11. Replace Toilet

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 removal and installation of new Kohler Wellworth 2-piece 1.1 or 1.6 GPF – Dual Flush Round Toilet, Seat, and Seal, in white, Model #K-3987 (or equivalent), in accordance with these specifications, and as directed by the HCD Coordinator.

12. Replace Vinyl Flooring, Bathroom

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 remove existing flooring and install new Traffic Master vinyl flooring Model #U6910.284C997G144 (or equivalent), as shown on plans and in accordance with these specifications, and as directed by the HCD Coordinator.

13. Demolition & Install Walk-In Shower

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 demolish tub/shower and walls as needed, install new walk in shower with center drain, including American Standard Model #7413502.002 (or equivalent) shower head, faucet, delta, and curved curtain rod, as shown on plans and in accordance with these specifications, and as directed by the HCD Coordinator.

14. Replace Towel Rack

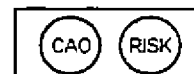
Measurement and payment for this item shall be on an each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for removal and installation of new in kind or equivalent towel rack, in accordance with these specifications, and as directed by the HCD Coordinator.

15. Replace Vinyl Flooring, Kitchen

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 remove existing flooring and install new Traffic Master vinyl flooring Model #U6910.284C997G144 (or equivalent), as shown on plans and in accordance with these specifications, and as directed by the HCD Coordinator.

16. Replace Kitchen Faucet

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 remove existing and install new Izak Single-Handle Pull-Down Sprayer in Stainless Delta, Model #19939-SS-DST (or equivalent) kitchen faucet, replace braided supply lines, and angle stops, as shown on plans and in accordance with these



specifications, and as directed by the HCD Coordinator.

17. Replace Stove

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 replace stove in kind or equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

18. Replace Garbage Disposal

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 replace InSinkErator garbage disposal, Model: Badger 900 ¾ HP (or equivalent), in accordance with these specifications, and as directed by the HCD Coordinator.

19. Clean Vent Hood

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 clean vent hood, in accordance with these specifications, and as directed by the HCD Coordinator.

20. Replace Vent Filter

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 replace vent filter in kind of equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

21. Replace Smoke/Carbon Monoxide Detector

Measurement and payment for this item shall be on an each (EA) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for removal and installation of new in kind or equivalent battery operated combination smoke/carbon monoxide detector with voice alert, in accordance with these specifications, and as directed by the HCD Coordinator.

22. Replace Closet Doors, Bedroom 1

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 replace closet doors in bedroom 1, in kind of equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

23. Replace Closet Doors, Bedroom 2

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 replace closet doors in bedroom 2, in kind of equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

24. Replace Dryer Vent Hose

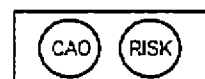
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary to replace dryer vent hose, in kind of equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

25. Repair HVAC

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 service and complete necessary repairs to HVAC to bring to working condition, in accordance with these specifications, and as directed by the HCD Coordinator.

26. Install Plastic Walkway

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 install plastic walkways to protect new carpet, in accordance with these specifications, and as directed by the HCD Coordinator.



27. Replace All Light Bulbs

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 replace all light bulbs, including kitchen vent hood and entry, in kind or equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

28. Re-Key Locks

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 re-key exterior locks (2 sets), in accordance with these specifications, and as directed by the HCD Coordinator.

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 HCD Coordinator 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.

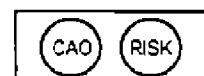
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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 HCD Coordinator.

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

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



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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: _____

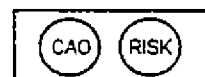
Email: _____

(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



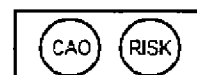
ACKNOWLEDGEMENT OF ADDENDA

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

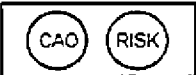
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



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:

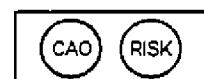
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



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.

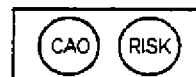
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

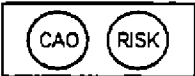
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

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

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

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

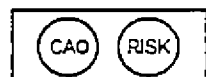
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

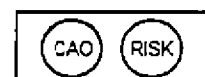


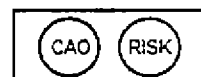
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

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

LOCAL AGENCY SECTION

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



EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

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

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

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

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

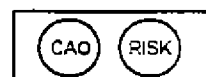
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

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

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

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

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



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

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

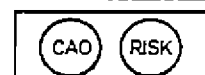
- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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

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

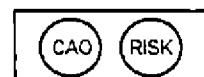


G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

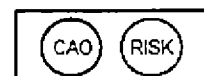


INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

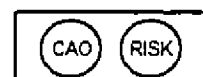
The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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



PART III: GENERAL PROVISIONS
INFORMAL BID (Under \$65,000)

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

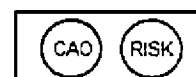
CONTRACT AWARD

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. 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.
2. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



SAMPLE PUBLIC WORKS CONTRACT (Informal Bid)

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

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

WITNESSETH:

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

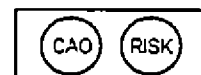
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [Insert Project Name]. Work is to be as set out in the *[Plans and]* Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day, Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) plus a sum of up to [10%] for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within [fourteen (14)] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [Insert no. of construction days (##)] calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. 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. Debarment and Suspension Certification

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

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

By: _____ By: _____ By: _____
City Clerk City Manager, or his designee [Insert Name, Title]



SCOPE OF WORK

INTENT

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

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

CHANGES AND EXTRA WORK

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

The HCD Coordinator 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 HCD Coordinator to be necessary or advisable, and to require such extra work as may be determined by the HCD Coordinator 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.

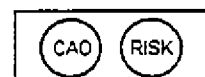
The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

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 HCD Coordinator shall be furnished by the Contractor and approved by the HCD Coordinator before any work relating to the shop drawings is performed unless approval is waived in writing by the HCD Coordinator.

It is mutually agreed that shop drawing approval by the HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator, except by direction of the HCD Coordinator.

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

HCD COORDINATOR'S AUTHORITY

The HCD Coordinator 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 HCD Coordinator's response shall be final and the HCD Coordinator 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 HCD Coordinator. 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 HCD Coordinator, the subcontractor shall be removed immediately on the requisition of the HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator to use equipment of a different size or type in place of the equipment specified.

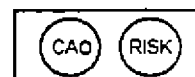
The HCD Coordinator, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the HCD Coordinator that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be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

All work done beyond the lines and grades shown on plans or established by the HCD Coordinator, 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 HCD Coordinator made under the provisions of this article, the HCD Coordinator 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.

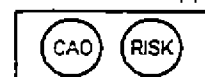
EMPLOYEES

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 HCD Coordinator 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 HCD Coordinator. No material shall be used until it has been approved



by the HCD Coordinator.

All tests of materials ordered by the HCD Coordinator 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 HCD Coordinator. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the HCD Coordinator.

Upon failure on the part of the Contractor to comply with any order of the HCD Coordinator made under the provisions of this article, the HCD Coordinator 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 HCD Coordinator. The HCD Coordinator 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 HCD Coordinator, the source of supply of each of the materials shall be approved by the HCD Coordinator 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 HCD Coordinator.

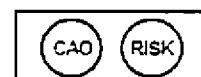
QUALITY

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 HCD Coordinator 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."

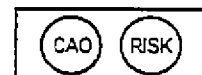
The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

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 HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator 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

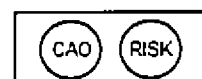
Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications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

Contractor is to notify the HCD Coordinator 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 HCD Coordinator.

LIABILITIES

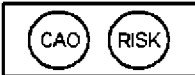
Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the HCD Coordinator, 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 HCD Coordinator, within the time specified in such notice, the HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator shall have the authority to suspend the work wholly or in part, for such period as the HCD Coordinator 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 HCD Coordinator may deem necessary due to the failure on the part of the Contractor to carry out HCD Coordinator's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the HCD Coordinator and shall not resume work until ordered in writing by the HCD Coordinator.

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

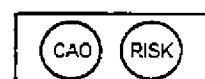
Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on 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 HCD Coordinator 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 HCD Coordinator, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the HCD Coordinator, 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 HCD Coordinator 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 HCD Coordinator shall also retain five percent (5%) of the value of all work done.

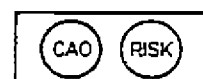
The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions 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 HCD Coordinator shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the HCD Coordinator 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.



REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of furnishing all labor, materials, tools, equipment and incidentals necessary to rehabilitate Unit 293 at 300 Glenwood Circle.

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.

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 **forty-five (45) 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):

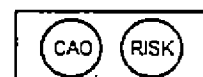
Cannery Row Area
Wharf Area
Waterfront Area
Foam Street
Scott/Oliver Streets

\$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

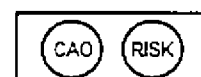
The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

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.

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

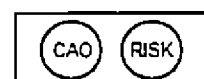
General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, 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 HCD Coordinator 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.

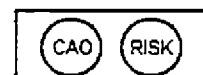


QC Plan Implementation

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 HCD Coordinator's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the HCD Coordinator. 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 HCD Coordinator, 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 HCD Coordinator 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. Materials and Materials Certification:
 - Carpet
 - Pad
 - Light Bulbs
 - Vinyl Flooring
 - Windows
 - Slider
 - Blinds
 - Toilet
 - Smoke/Carbon Monoxide Detector
 - Stove
 - Garbage Disposal
 - Kitchen Faucet
 - Shower Faucet
 - Closet Doors
 - Vent Filter
 - Towel Rack
 - Dryer Vent Hose
 - b. 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 HCD Coordinator 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 HCD Coordinator 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 HCD Coordinator in writing of any proposed change. Proposed changes are subject to acceptance by the HCD Coordinator.
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 HCD Coordinator, 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. Federal Water Pollution Control Act (Clean Water Act), and,
13. 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 HCD Coordinator, 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 two (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:

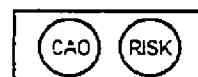
1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence and **\$5,000,000** in aggregate (ISO CG 25 03 or 25 04).
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage and **\$5,000,000** in aggregate.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employers' Liability** insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

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

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

5. **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.

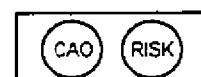
An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

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 **Five Hundred (\$500)** 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 HCD Coordinator 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 HCD Coordinator for review and shall obtain his approval before beginning work. The HCD Coordinator 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 HCD Coordinator. Residence occupant shall be notified with a written notice a minimum of three (3) business 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 HCD Coordinator 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 HCD Coordinator a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the HCD Coordinator prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the HCD Coordinator prior to concrete placemat 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 HCD Coordinator.

REMOVAL OF OBSTRUCTIONS

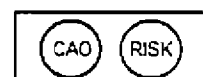
The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the HCD Coordinator.

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 HCD Coordinator.

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 HCD Coordinator for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

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

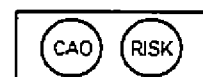
Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the HCD Coordinator. Existing City-owned sanitary facilities may be used.

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 HCD Coordinator 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 HCD Coordinator will make the final inspection.



APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

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. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts (if Applicable)	_____
14. Disclosure of Lobbying Activities (if Applicable)	_____
15. Non-Lobbying Certification for Federal-Aid Contracts (if Applicable)	_____

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



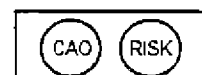
REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293**CITY OF MONTEREY****PART II: PROPOSAL**

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Replace Carpet and Pad, Living Room	1	LS		
3	Replace Carpet and Pad, Bedroom 1	1	LS		
4	Replace Carpet and Pad, Bedroom 2	1	LS		
5	Replace Carpet and Pad, Dining Room	1	LS		
6	Replace Carpet and Pad, Hallway	1	LS		
7	Replace Windows	4	EA		
8	Replace Slider and Screen	1	LS		
9	Replace Window Blinds	4	EA		
10	Replace Slider Blinds	1	EA		
11	Replace Toilet	1	LS		
12	Replace Vinyl Flooring, Bathroom	1	LS		
13	Demolition & Install Walk-In Shower	1	LS		
14	Replace Towel Rack	1	LS		
15	Replace Vinyl Flooring, Kitchen	1	LS		
16	Replace Kitchen Faucet	1	LS		
17	Replace Stove	1	LS		
18	Replace Garbage Disposal	1	LS		
19	Clean Vent Hood	1	LS		



20	Replace Vent Filter	1	LS		
21	Replace Smoke/Carbon Monoxide Detector	3	EA		
22	Replace Closet Doors, Bedroom 1	1	LS		
23	Replace Closet Doors, Bedroom 2	1	LS		
24	Replace Dryer Vent Hose	1	LS		
25	Repair HVAC	1	LS		
26	Install Plastic Walkway	1	LS		
27	Replace All Light Bulbs	1	LS		
28	Re-Key Locks	1	LS		
<p>TOTAL BASE BID (ITEMS 1 THROUGH 28) (In Words)</p> <p>_____</p> <p>_____</p>					<p>(In Figures)</p> <p>\$</p>

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 28).



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: _____.

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: _____

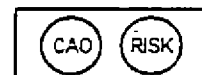
Email: _____

(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



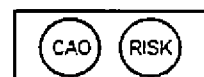
ACKNOWLEDGEMENT OF ADDENDA

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

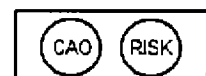
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



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:

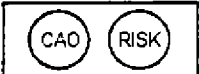
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



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.

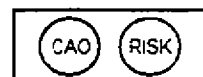
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

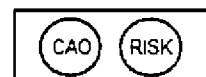
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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



EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

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

LOCAL AGENCY SECTION

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

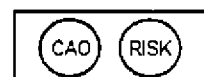


EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

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

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

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

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

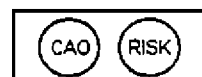
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

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

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

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

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



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

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

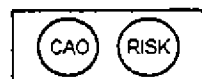
- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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

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

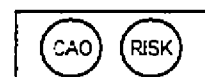


H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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



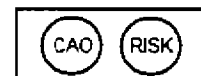
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

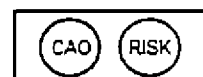
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with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

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

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



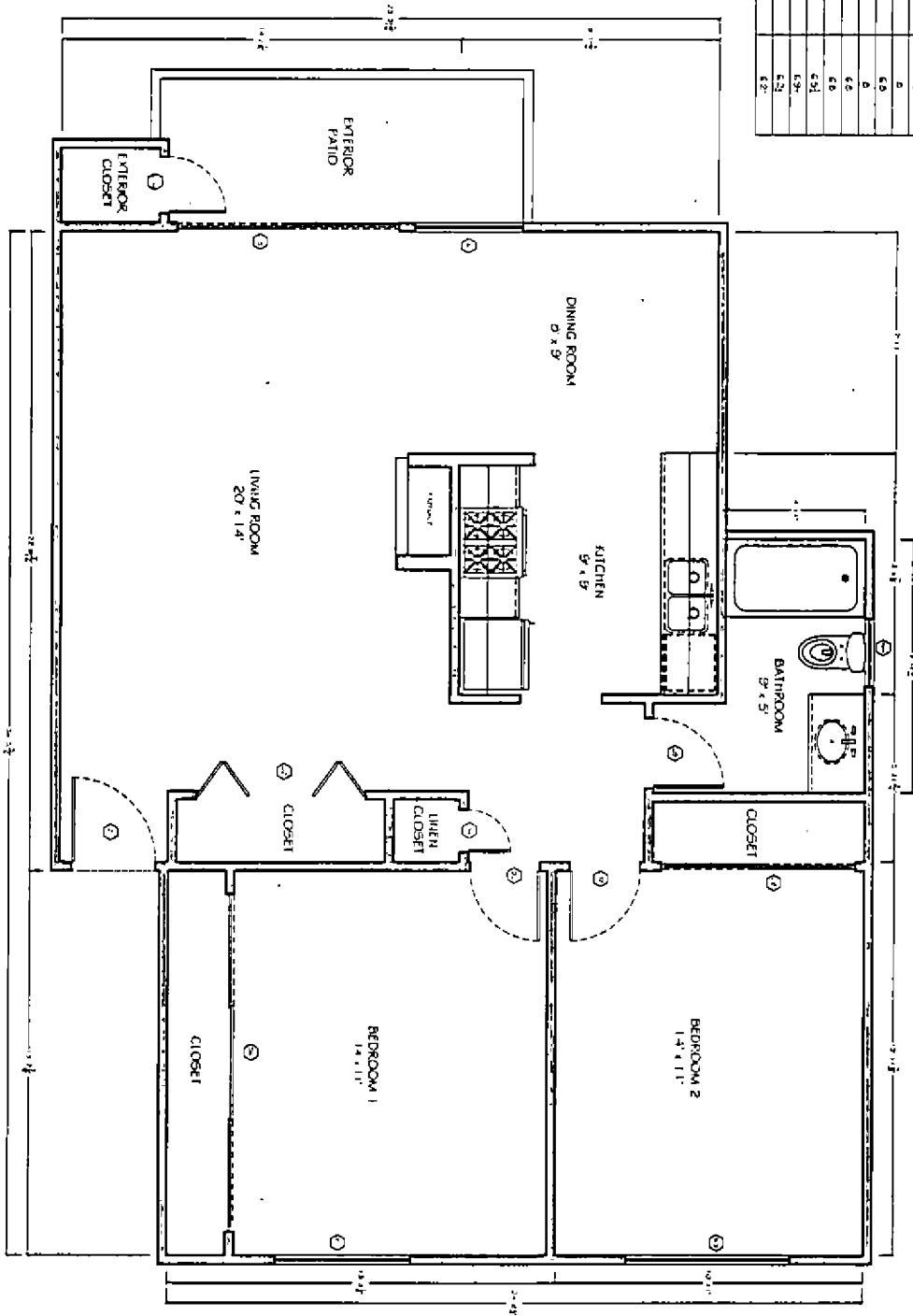
(THIS PAGE INTENTIONALLY LEFT BLANK)



APPENDIX B: FLOOR PLAN



ROOM	SIZE (W x D)	DOOR TYPE	DOOR HEIGHT
D1	21'1" x 6'0"		6'0"
D2	6' x 6'0"		6'0"
D3	7'10" x 6'6"		6'6"
D4	16' x 6'0"		6'0"
D5	22'2" x 6'0"		6'0"
D6	17' x 6'0"		6'0"
D7	22'2" x 6'0"		6'0"
D8	6'10" x 6'0"		6'0"
D9	7'5" x 6'0"		6'0"
D10	2' x 6'0"		6'0"
D11	3'4" x 4'9"		6'0"
D12	4'5" x 4'9"		6'0"
D13	3'5" x 3'5"		6'0"
D14	2'4" x 1'10"		6'0"



10
OF 01

KITCHEN STUDIO
OF MONTEREY PENINSULA, INC.
11000 Carver Del Rio Blvd, San Jose, CA 95135
Phone: 415-251-1111 Fax: 415-251-1112
Agreement #: AK-8077 Page 4 of 18

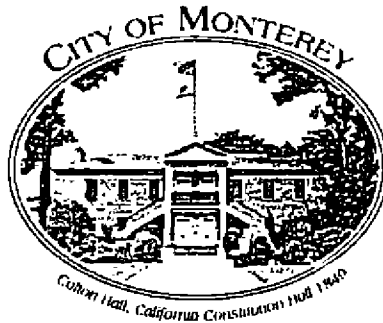
THIS IS AN ORIGINAL DESIGN AND MUST NOT BE REPRODUCED OR COPIED UNLESS APPLICABLE PERMITS HAVE BEEN OBTAINED OR OTHERWISE PLACED.
ALL DIMENSIONS AND SEE DESIGNATIONS CITY ARE SUBJECT TO VERIFICATION ON JOB SITE AND ADJUSTMENT TO FIT JOB CONDITIONS.
DESIGN PLANS ARE NOT PROVIDED FOR ARCHITECTURAL OR ENGINEERING USE.

DESIGNED FOR:
City of Monterey
Housing & Property Mgmt
300 Glenwood Circle #203
Monterey, CA

Residence
Floor Plan
Rep: J. CLARK
Scale: 1/4" = 10"

Date	By
11/10/18	JCC
11/10/18	JCC
11/10/18	JCC
11/10/18	JCC
11/10/18	JCC
11/10/18	JCC





DEPARTMENT OF PLANS AND PUBLIC WORKS
HOUSING & PROPERTY MANAGEMENT DIVISION

DATE: December 1, 2016
TO: All Bidders
SUBJECT: Rehabilitation of 300 Glenwood Circle, Unit 293
Bid proposals due on December 20, 2016
Sent Via: EbidBoard

Please refer to the following sections for revisions:

Please replace Appendix B: Floor Plan, with the attached revised Floor Plan, labeled "Appendix B-Revised."

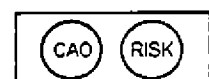
All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Housing & Property Manager, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 PM, Tuesday, December 20, 2016.

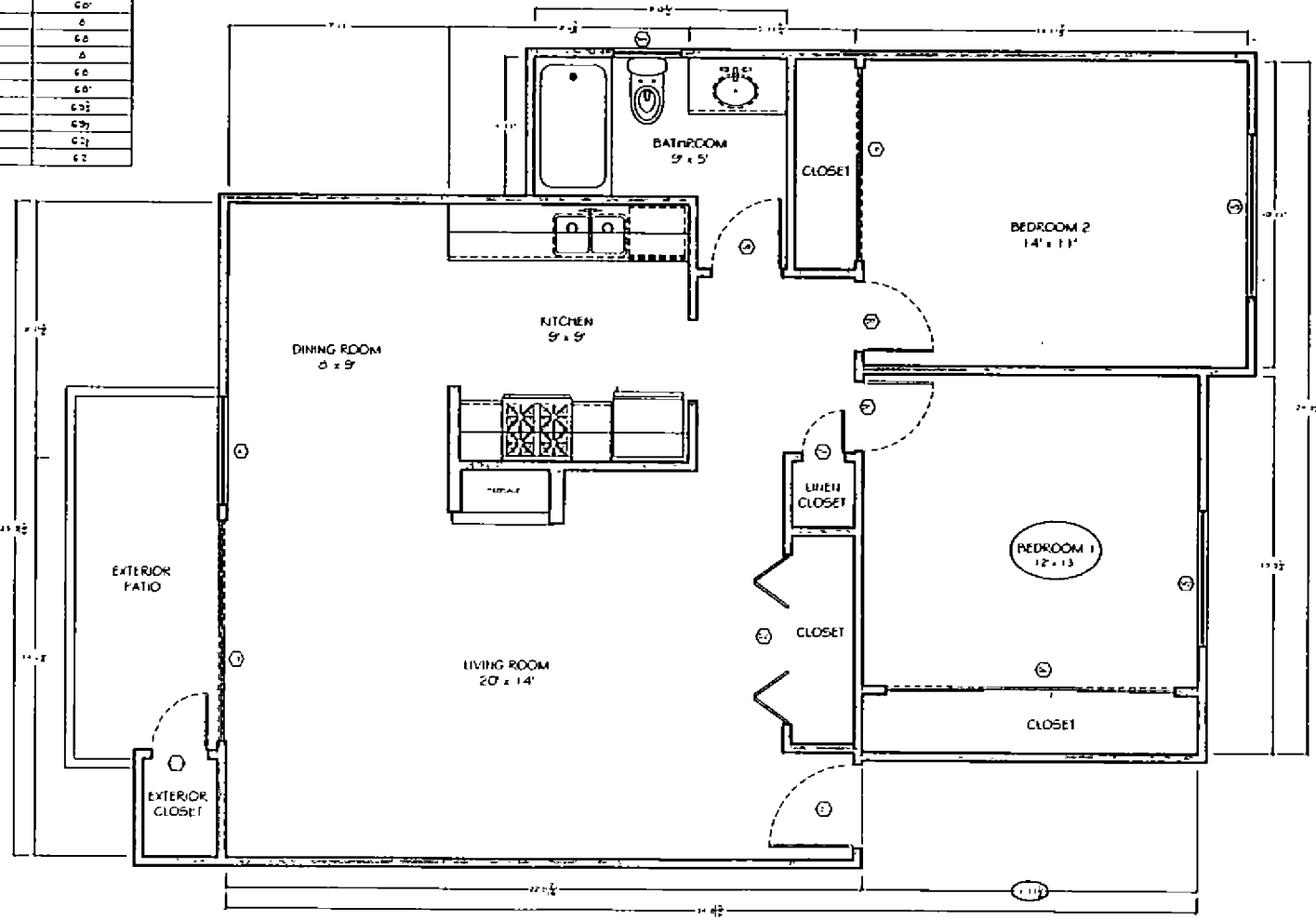
If you have additional questions, please contact Thane Wilson by email at twilson@monterey.org.

Sincerely,

Richard S. Marvin
Housing & Property Manager



DOOR & WINDOW SCHEDULE			
	ROOM	SIZE (W x H)	HEADER HEIGHT
D1	LIVING ROOM	2 1/2' x 6' 0"	6' 0"
D2	LIVING ROOM	6' x 6' 0"	6' 0"
D3	LIVING ROOM	7 1/2' x 6' 6"	6' 6"
D4	HALLWAY	4' 0" x 6' 0"	6' 0"
D5	BEDROOM 1	2 5/8' x 6' 0"	6' 0"
D6	BEDROOM 1	17' x 6'	6'
D7	BEDROOM 2	2 5/8' x 6' 0"	6' 0"
D8	BEDROOM 2	6 1/2' x 6'	6'
D9	BATHROOM	2 3/4' x 6' 0"	6' 0"
D10	EXTERIOR PATIO	2' x 6' 0"	6' 0"
W1	DINING ROOM	3 5/8' x 4 5/8"	1' 0"
W2	BEDROOM 1	4 5/8' x 4 5/8"	2'
W3	BEDROOM 2	3 5/8' x 3 5/8"	2' 3/4"
W4	BATHROOM	2' 4 1/2' x 1' 0"	6"



DESIGNED FOR:		Residence	
City of Monterey Housing & Property Mgmt 300 Glenwood Circle #203 Monterey, CA		Floor Plan	
<p>THIS IS AN ORIGINAL DESIGN AND MUST BE KEPT IN THE OFFICE. ANY REVISIONS OR AMENDMENTS TO THE PLAN MUST BE MADE BY THE ARCHITECT. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE ARCHITECT'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CLIENT.</p>		Rep. J. CLARK	
<p>KITCHEN STUDIO OF MONTEREY PENNSULA, INC 1196 Camino Del Rio, Bldg. 4, Monterey, CA 93955 Phone: 831.372.8811 www.kitchenstudio.com</p>		Scale: 1/4" = 1'0"	
<p>01 OF 01</p>		<p>DATE: _____ BY: _____ CHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____</p>	



DEPARTMENT OF PLANS AND PUBLIC WORKS
HOUSING AND PROPERTY MANAGEMENT DIVISION

DATE: December 9, 2016
TO: All Bidders
SUBJECT: Rehabilitation of 300 Glenwood Circle, Unit 293
Bid proposals due on December 20, 2016
Sent Via: EbidBoard



Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Please refer to the following sections for revisions:

Please delete "Appendix A" in its entirety and replace with the attached "Revised Appendix A."

The following questions have been received by proposers. Please see City response below:

Question: Is a new cove required in the bathroom as well?
Answer: Yes.

Question: Does the washer and dryer stay or get replaced?
Answer: Please see attached Revised Appendix A: Bid Proposal Forms. Please include the following additional Bid Item Description in Part II:

25. Repair Washer and Dryer

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 replace washer and dryer, in kind or equivalent, in accordance with these specifications, and as directed by the HCD Coordinator.

Question: Why are the insurance requirements so high? Do the insurance requirements apply to subcontractors?

Answer: Insurance requirements for this project are standard for all publicly bid projects by the City of Monterey, as set by the City's Risk Manager. Per Part IV, Page 8: "Contractor shall require 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." However, the City only requires verification of insurance requirements from the prime contractor. While the contractor must have the capacity to meet these requirements prior

to submitting their bid, any additional insurance procured by the selected contractor is not required until after award of contract. (See Part III, Page 1: Contract Execution).

Question: Why is 10% down to bid required?

Answer: A bid bond is not required for this project.

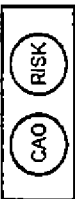
Question: Does the tile in the shower go to the ceiling? How tall?

Answer: Yes.

Question: The Spec states that the shower is "Demolition and Walk In Shower" To me, that's only a shower pan. There're no details on what the walls are. Tile? Acrylic panels?

Answer: Please delete the existing Bid Item Description for Item 13: Demolition & Install Walk-In Shower, and replace with the following:

"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 demolish existing tub and walls in shower, including existing shower faucet set; install new walk-in shower with tile wall to ceiling and shower floor tile with center drain, including American Standard Model #7413502.002 (or equivalent) shower head, faucet, delta and curved curtain rod; install soap dish & corner seat; grout and seal tile, in accordance with these specifications, and as directed by the HCD Coordinator."



Question: The units have electric resistant heating. Why do we need CO2 alarms when there's no combustion gases from gas fired FAU heating equipment?

Answer: CO2 alarms are required due to a gas fireplace located in the unit.

For your reference, a copy of the sign in sheet from the mandatory pre-bid meeting is attached.

An additional non-mandatory pre-bid meeting will be held at 300 Glenwood Circle, Unit 293, on Wednesday, December 14, 2016 from 9:00 am to 10:00 am. Only bidders who attended the mandatory pre-bid meeting are invited to attend.

Please see detailed instructions on how to access Documents and Specifications for the Project:

1. Visit www.monterey.org/Businesses/Bids-and-RFPs
2. Go to "See open bids on EbidBoard.com."

PUBLIC PROJECTS

The City's Engineering Office coordinates all public projects approved through the Capital Improvement Program and Neighborhood Improvement Program.

28 JUNE 2013



Open bids posted on EbidBoard.com

Click Here

See open bids on EbidBoard.com

3. Choose the Project that you would like to access.

4. Click on "Specifications:"

[Docs / Specs](#)

Register as a Document Holder to receive notifications about this opportunity.

Click Here **Click on a Document Name to download.**

Document Name	Document Type
Specifications	Plans and Specifications / Other

[Bid Items](#)

5. In the bottom right hand corner of the page, click on "Continue to Download:"

Document Holder Identification for: Rehabilitation of 300 Glenwood Circle, Unit 153

Note: You must be a registered document holder to receive updates and notices on projects

[Register as a Document Holder](#)

Organization/Division	Contact	Address	City	State	Zip	Fax
Base Construction Data	Pankaj Singh	28 Technology Park Ct, Ste 100	Tarzetta	GA	30030	
BARLAI CONSTRUCTION INC.	James Martini	1828 Yosemite Dr	Sausalito	CA	94965	(415) 334-0758
William & Thayer Construction Inc.	Bill Thayer	2203 San Bernardino Road	Salt Lake	CA	94088	(801) 642-8148
Bid Agency	Tracy Kirby	41095 Elm Street	Hanford	CA	93242	
California Builders Exchange	Karen Thomas	1331 W St	Sacramento	CA	95811	
Central Coast Builders Exchange	Lynne Fennell	1288 Thompson Avenue	Santa Cruz	CA	95062	(831) 476-348
Central Valley Builders Exchange	Tara McKinley	723 Industrial Road	San Carlos	CA	94070	
Central Valley Builders Exchange	Cheryl Higgins	29 Quail Run Circle Suite A	Salinas	CA	93907	(831) 758-2713
San Luis Obispo County Builders Exchange	Priscilla Schwab	3563 - G	San Luis Obispo	CA	93401	(805) 477-719
Alameda Builders Exchange	Richard Owen	3755 Alvarado St	San Leandro	CA	94577	(510) 352-1503
Alameda Dept	Richard Owen	3225 Alvarado Street	San Leandro	CA	94577	
Bay Area Builders Exchange	Abba	42965 Elm St	Hanford	CA	93242	
San Jose Builders Exchange	Paul Rags	28 Quail Run Circle Suite A	Salinas	CA	93907	(831) 758-6703
San Jose Builders Exchange	Paul Rags	6283 Hwy 9	Palmdale	CA	93538	(323) 222-2200
San Francisco Builders Exchange		1244 E Washington Street	Fresno	CA	93703	(579) 264-2522
San Francisco Builders Exchange		852 South Van Ness Avenue	San Francisco	CA	94108	(415) 863-0263
San Francisco Builders Exchange		408 Bond St	Santa Clara	CA	95050	(408) 727-2779

Click Here

[Continue to Download](#)

6. Click on the file name to access the document:

Rehabilitation of 300 Glenwood Circle, Unit 293

Below are docs / specs of the project you selected. Click on a file name to download.

Document Name	File Name
Specifications	300GlenwoodUnit293RehabSpecsFinal.pdf

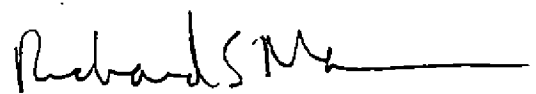
Click Here

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Housing and Property Manager, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm, Tuesday, December 20, 2016.

If you have additional questions, please contact Thane Wilson by email at twilson@monterey.org.

Sincerely,



Richard S. Marvin
Housing and Property Manager

REVISED APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

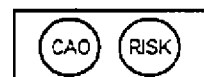
Submit the following items unbound:

<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. Certification of Workers' Compensation Insurance	_____
11. Certification Regarding Equal Employment Opportunity	_____
12. Exhibit 15-G Construction Contract Commitment	_____
13. Exhibit 15-H DBE Information – Good Faith Efforts	_____
14. Disclosure of Lobbying Activities	_____
15. Non-Lobbying Certification for Federal-Aid Contracts	_____
16. Section 3 Certification Instructions	_____
17. Section 3 Information – Good Faith Efforts	_____

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



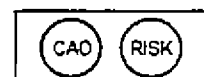
REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293**CITY OF MONTEREY****PART II: PROPOSAL**

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

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

BID SCHEDULE

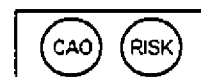
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Replace Carpet and Pad, Living Room	1	LS		
3	Replace Carpet and Pad, Bedroom 1	1	LS		
4	Replace Carpet and Pad, Bedroom 2	1	LS		
5	Replace Carpet and Pad, Dining Room	1	LS		
6	Replace Carpet and Pad, Hallway	1	LS		
7	Replace Windows	4	EA		
8	Replace Slider and Screen	1	LS		
9	Replace Window Blinds	4	EA		
10	Replace Slider Blinds	1	EA		
11	Replace Toilet	1	LS		
12	Replace Vinyl Flooring, Bathroom	1	LS		
13	Demolition & Install Walk-In Shower	1	LS		
14	Replace Towel Rack	1	LS		
15	Replace Vinyl Flooring, Kitchen	1	LS		
16	Replace Kitchen Faucet	1	LS		
17	Replace Stove	1	LS		
18	Replace Garbage Disposal	1	LS		
19	Clean Vent Hood	1	LS		



20	Replace Vent Filter	1	LS		
21	Replace Smoke/Carbon Monoxide Detector	3	EA		
22	Replace Closet Doors, Bedroom 1	1	LS		
23	Replace Closet Doors, Bedroom 2	1	LS		
24	Replace Dryer Vent Hose	1	LS		
25	Repair Washer and Dryer	1	LS		
26	Repair HVAC	1	LS		
27	Install Plastic Walkway	1	LS		
28	Replace All Light Bulbs	1	LS		
29	Re-Key Locks	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 28) (In Words) <hr/> <hr/>					(In Figures) \$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 28).



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: _____.

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



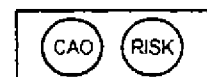
ACKNOWLEDGEMENT OF ADDENDA

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

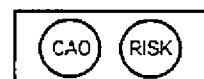
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



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:

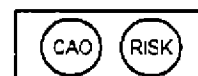
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



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.

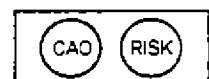
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

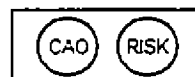
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 WORKERS' COMPENSATION INSURANCE

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

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

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

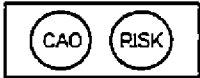
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

(Contractor Name)

By: _____
(Signature)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

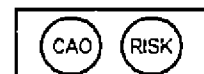


EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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



INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

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

LOCAL AGENCY SECTION

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

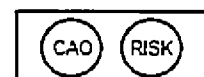


EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

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

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

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

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

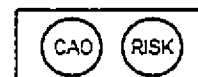
The following items are listed under "Good Faith Efforts Submittal" in the "Disadvantages Business Enterprise (DBE) Requirements" Section of Part I.

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

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

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

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



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

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

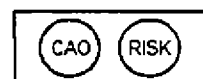
- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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

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

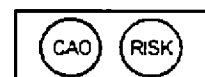


H. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



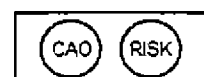
DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

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



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

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

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

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

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



NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

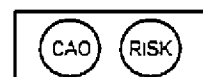
The prospective participant certifies, by signing the Bid Proposal Cover Sheet and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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



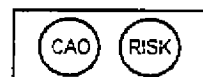
SECTION 3 CERTIFICATION INSTRUCTIONS

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

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/AmlSection3.action>.

Section 3 Numerical Goals/Targets are as follows:

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



SECTION 3 INFORMATION – GOOD FAITH EFFORTS

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

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

Section 3 Numerical Goals/Targets are as follows:

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

The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the bidder has met the Section 3 goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a Section 3 firm was not certified at bid opening, or the bidder made a mathematical error.

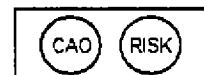
Submittal of only the "Section 3 Certification" may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for Section 3 participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

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

- B. The names and dates of written notices sent to certified Section 3 businesses soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the Section 3 businesses were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

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



- C. The items of work which the bidder made available to Section 3 businesses including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate Section 3 business participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate Section 3 business participation was made available to Section 3 businesses.

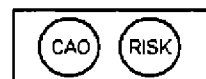
<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- D. The names, addresses and phone numbers of rejected Section 3 businesses, the reasons for the bidder's rejection of the Section 3 businesses, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each Section 3 business if the selected firm is not a Section 3 business:

Names, addresses and phone numbers of rejected Section 3 businesses and the reasons for the bidder's rejection of the Section 3 businesses:

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

- E. Efforts made to assist interested Section 3 businesses in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to Section 3 businesses:



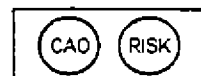
F. Efforts made to assist interested Section 3 businesses in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the Section 3 businesses subcontractor purchases or leases from the prime contractor or its affiliate:

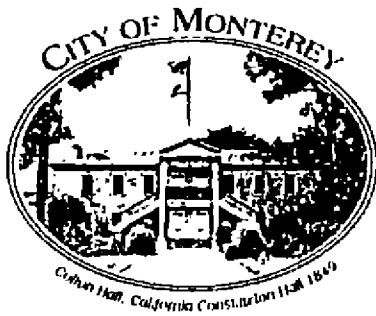
I. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using Section 3 businesses (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



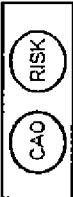


Pre-Bid Meeting Sign-In Sheet

Project Name: **Rehabilitation of 300 Glenwood Circle, Unit 293**

Location: 300 Glenwood Circle, Monterey, CA 93940

Time & Date: 10:00 AM, December 7, 2016



Name	Organization	Phone	Email
TIMOTHY K. MORRIS	TOP ESTATE CONSTRUCTION, INC	(209) 323-5210	topestatebuilder@yahoo.com
MIKE CLAY	Coastwide	831-566-2219	mike@coastwide.net
JACK ELECHVAN	EAGLE FIRE AND WATER RESTORATION, INC	(539) 408-1449	eaglefirewater@gmail.com
BILL KNIGHTON	KNIGHTON CONG	(831) 727-1730	bill.knighton1@att.net
OSCAR	BLANCAS CONCT.	(801) 320-4101	oscar@blancasinc.com
Craig Dunn	Miller Carpet D&C	94-393-3200	millercarpet1@gmail.com
ROBERT FASTLE	CYPRESS DEV. CO.	831 869/450	robert.fastle@cypressdevco.com

REVISED APPENDIX A: BID PROPOSAL FORMS

RECEIVED

2017 JAN 18 P 1:05



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

Submit the following items unbound:

ITEM

INCLUDED

- | | |
|--|-------------------------------------|
| 1. Bid Proposal Cover Sheet (this sheet) | <input checked="" type="checkbox"/> |
| 2. Proposal and Bid Schedule | <input checked="" type="checkbox"/> |
| 3. Declaration of Bidder | <input checked="" type="checkbox"/> |
| 4. Acknowledgement of Addenda (if applicable) | <input checked="" type="checkbox"/> |
| 5. Bidder's Statement of Qualifications | <input checked="" type="checkbox"/> |
| 6. Subcontractor's List | <input checked="" type="checkbox"/> |
| 7. Noncollusion Declaration | <input checked="" type="checkbox"/> |
| 8. Debarment and Suspension Certification | <input checked="" type="checkbox"/> |
| 9. Certification of Good-Faith Effort (Prime) | <input checked="" type="checkbox"/> |
| 10. Certification of Workers' Compensation Insurance | <input checked="" type="checkbox"/> |
| 11. Certification Regarding Equal Employment Opportunity | <input checked="" type="checkbox"/> |
| 12. Exhibit 15-G Construction Contract Commitment | <input checked="" type="checkbox"/> |
| 13. Exhibit 15-H DBE Information - Good Faith Efforts | <input checked="" type="checkbox"/> |
| 14. Disclosure of Lobbying Activities | <input checked="" type="checkbox"/> |
| 15. Non-Lobbying Certification for Federal-Aid Contracts | <input checked="" type="checkbox"/> |
| 16. Section 3 Certification Instructions | <input checked="" type="checkbox"/> |
| 17. Section 3 Information - Good Faith Efforts | <input checked="" type="checkbox"/> |

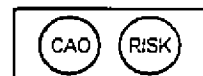
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

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: CYPRESS DEVELOPMENT CO. 1/18/17
Company Name Signature Date

Rehabilitation of 300 Glenwood Circle, Unit 293

REV 05/31/2016



REHABILITATION OF 300 GLENWOOD CIRCLE, UNIT 293

CITY OF MONTEREY

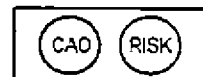
PART II: PROPOSAL

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

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

BID SCHEDULE

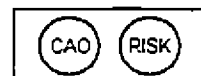
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		4,000 ⁰⁰
2	Replace Carpet and Pad, Living Room	1	LS		718 ⁷⁷
3	Replace Carpet and Pad, Bedroom 1	1	LS		718 ⁷⁷
4	Replace Carpet and Pad, Bedroom 2	1	LS		718 ⁷⁷
5	Replace Carpet and Pad, Dining Room	1	LS		718 ⁷⁷
6	Replace Carpet and Pad, Hallway	1	LS		718 ⁷⁷
7	Replace Windows	4	EA		5,485 ³⁴
8	Replace Slider and Screen	1	LS		2,694 ³¹
9	Replace Window Blinds	4	EA		388 ⁰⁰
10	Replace Slider Blinds	1	EA		270 ⁻
11	Replace Toilet	1	LS		448 ²⁰
12	Replace Vinyl Flooring, Bathroom	1	LS		360 ⁻
13	Demolition & Install Walk-In Shower	1	LS		8,817 ⁻
14	Replace Towel Rack	1	LS		109 ²⁰
15	Replace Vinyl Flooring, Kitchen	1	LS		540 ⁻
16	Replace Kitchen Faucet	1	LS		406 ⁸⁰
17	Replace Stove	1	LS		615 ⁶⁰
18	Replace Garbage Disposal	1	LS		462 ⁻
19	Clean Vent Hood	1	LS		100 ⁻



20	Replace Vent Filter	1	LS		108 ⁻
21	Replace Smoke/Carbon Monoxide Detector	3	EA		174 ⁻
22	Replace Closet Doors, Bedroom 1	1	LS		367 ⁸⁷
23	Replace Closet Doors, Bedroom 2	1	LS		318 ⁻
24	Replace Dryer Vent Hose	1	LS		50 ⁻
25	Repair Washer and Dryer	1	LS		3,363 ⁶⁰
26	Repair HVAC	1	LS		100 ⁻
27	Install Plastic Walkway	1	LS		132 ⁻
28	Replace All Light Bulbs	1	LS		122 ⁴⁰
29	Re-Key Locks	1	LS		139 ²⁰
<p>TOTAL BASE BID (ITEMS 1 THROUGH 28) (In Words) <i>THIRTY THREE THOUSAND, ONE HUNDRED</i> <i>SIXTY FIVE DOLLARS AND FORTY THREE CENTS.</i></p>					<p>(In Figures) <i>\$33,165⁴³</i> ✓</p>

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 28).



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. 94329 Class: B Expiration date: 7/31/2017

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

MONTEREY COUNTY, CALIFORNIA, ON JANUARY 8TH 2017.

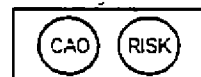
Name of Firm: CYPRESS DEVELOPMENT COMPANY
Address: 1120 FLOST AVENUE #16 PACIFIC GROVE, CA, 93950
Telephone: 831 669 1450
Email: ROBERT.FASTLE@CYPRESSDEVCO.COM

(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

[Handwritten Signature]
Signature

JAMES R. FASTLE II OWNER
Printed Name and Title






ACKNOWLEDGEMENT OF ADDENDA

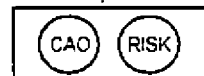
The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

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

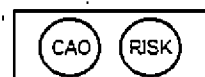
- 12/5/16 _____
- 12/5/16 _____
- 12/5/16 _____
- _____
- _____
- _____



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:

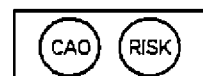
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
MCNABB BATHROOM REMODEL	ROD MCNABB	1251 PACIFIC PEBBLE BEACH, CA.	831.720.2209	ROD MCNABB
GIBBS REMODEL	DON GIBBS	344 RIDGE WAY. CARMEL VALLEY CA.	831.236.2417	DON GIBBS
TIBBITTS BATHROOM	GEOFF TIBBITTS	697 SPENCER ST. MONTREY CA.	831.286.2079	GEOFF TIBBITTS



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
ROY PETTY PLUMBING	527771		MONTEREY CA.	PLUMBING
CHARFAVROS TILE	970650		SAN MARCOS CA.	TILE
WILLERS CARPETS	NO. CONST. LIC. #		SEASIDE CA	FLOOR COVERINGS
GLASS GLUWA	992233		SAN MARCOS, CA.	WINDOWS
PAULI IN DISTRIBUTIONS	NO. CONST. LIC. #		SEASIDE CA.	APPLIANCES



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

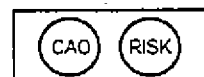
I am the OWNER of CYPRESS DEVELOPMENT the party making the foregoing bid.

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 January, 2017 in MARTELEY [city], MARTINEY County, California.

[Signature]
Signature
JAMES R. EASTLE JR
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:

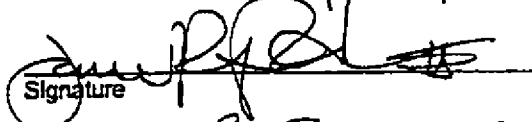
- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within 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 8th day of January, 2017 in Monterey (city), Monterey County, California.


 Signature

JAMES R. FANTE
 Printed Name and Title

