PUBLIC WORKS CONTRACT (Formal Bid)

Citywide ADA Ramps and Street Reconstruction, Phase 4 (35C1422, 35C1552, 35C1553C, 35C1555)

THIS AGREEMENT, hereinafter referred to as the "Agreement"; made and entered into this <u>J</u> day of <u>M(AV</u>, 201), by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and Granite Rock Company hereinafter referred to as the "Contractor";

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Citywide ADA Ramps and Street Reconstruction, Phase 4. 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 March 14, 2017, in an amount not to exceed One Million One Hundred Ninety Seven Thousand Seven Hundred Sixteen dollars (\$1,197,716.00) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
- 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 seventy five (75) working days from the effective date of the Notice to Proceed.
- 3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- 5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid interview of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
- 6. The Monterey City Council awarded this contract on April 18, 2017 by Resolution [17-045] C.S.
- 7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (labor and materials)
- E. Non-Collusion Declaration
- F. Debarment and Suspension Certification
- G. Cartification(s) of Good Faith Effort to Hire
- Local Residents

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

By CP MAN	CITY OF MONTEREY: By UQ U City Manager, or his designed	GRANITE ROCK COMPANY: By: DO NOW COMPANY: Rodney Jenny, Executive Vice President
Agreement #: Ag-6252 - Page 1	of 196 T00012-CA (v. 2.2 - 9/18/2015)	CAO RISK

EXHIBIT A

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Agreement #: Ag-6252 - Page 2 of 196



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

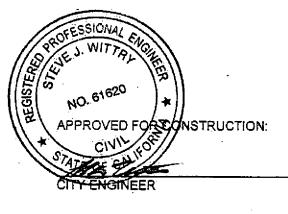
CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4

Littlefield Road Repairs (35C1422) El Dorado ADA Ramps and Street Reconstruction (35C1553C, 35C1555) Pacific Street ADA Ramps and Street Reconstruction (35c1552, 35C1553C, 35C1555)

FORMAL BID

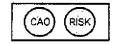
This is a Capital Improvement Project partially Funded by Measure P

TECHNIC ROVED BY: ENGINE OF CA DATE: 20



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Master Specification Revision:05/31/2016Project Specification Revision:12/30/2016



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CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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CITY OF MONTEREY DEPARTMENT OF PUBLIC WORKS MONTEREY, CALIFORNIA

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., March 14, 2017, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of Citywide ADA Ramps and Street Reconstruction, Phase 4 (35C1422, 35C1552; 35C1553C; 35C15555) in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, the demolition and construction of concrete curbs, gutters, sidewalks, sidewalk crossings (driveway approach) and curb ramps, storm drainage, signage and striping, isolated street and driveway surface repairs, pavement grinding, street reconstruction and Hot Mix Asphalt pavement.

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

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

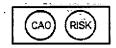
Specifications, including instructions to Bidders and all necessary contract documents and forms, are available online from the City's website located at <u>http://monterey.org/en-us/Business/Bids-and-RFPs</u>. In order to download project documents, you must register as a document (plan) holder on EbidBoard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

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 10:00 AM on Tuesday, February 28, 2017 at 601 Wave Street, Monterey, CA 93940. This conference will allow bidders to ask questions and provide an opportunity to review and inspect project conditions.

PREVAILING WAGES

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



Part I, Page 2

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

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

BID BOND

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

BID VALIDITY

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

RESPONSIBLE BIDDER

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

- 1. <u>Standards of Responsibility</u>: 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;



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- 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.
- <u>The City's Duty Concerning Responsibility</u>. 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 staffs 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 nonresponsibility.

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

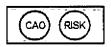
All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <u>http://monterev.org</u>. Payment of a bid protest filing fee in the amount set forth in the City Code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

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager Thomas Korman, P.E., P.L.S., Senior Engineer by emailing <u>engineering-admin@monterey.org</u>. The project name must be referenced in all communication.

If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

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DEFINITIONS

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

<u>CITY</u>: The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.

ENGINEERORThe term Engineer or City Engineer refers to and indicates the Public WorksCITY ENGINEERDirector of the City of Monterey or his duly authorized representative.

BIDDER: Party submitting a bid for consideration by the City of Monterey.

<u>CONTRACTOR</u>: The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.

<u>COUNCIL</u> OR The City Council of the City of Monterey. <u>CITY COUNCIL</u>:

PLANS: The project plans referred to herein.

SPECIAL Part IV of these Specifications. PROVISIONS:

SPECIFICATIONS: This document, in its entirety.

<u>STANDARD</u> <u>SPECIFICATIONS</u>: Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.

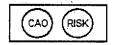
 STANDARD
 Plans entitled "State of California, Department of Transportation, Standard

 PLANS:
 Plans" of latest publication.

ADA: Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.

<u>CBC</u>: California Building Codes, latest edition as adopted by the City of Monterey.

IBC: International Building Codes, latest edition.



CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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 Demolition	· 1	LS		.
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		· · · · · · · · · ·
5	Changeable Message Sign	75	DAYS	· · • • · · · · · · · · · · · · · · · ·	
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Pavement	1	LS		
8	Sawcut, Concrete Curb and Gutter	1	LS	• * - •.	
9	Sawcut, Concrete Sidewalk, Sidewalk Crossing and Driveway	1	LS	*	
10	Demolition and Disposal, Concrete Curb and Gutter	1480	LF	· · · · · · · · · · · · · · · · · · ·	
11	Demolition and Disposal, Concrete Rolled Curb and Gutter	375	ĻF		
12	Demolition and Disposal, Concrete Sidewalk, Sidewalk Crossing, Driveway and Curb Ramp	2,535	SF		e.
13	Demolition and Disposal, Concrete Rock Blanket	505	SF		
14	Demolition and Disposal, Storm Drain Inlet	6	EA		
15	Demolition and Disposal, HMA Pavement	1,575	SF	· · · · · · · · · · · · · · · · · · ·	· - · · · · · ·
16	Demolition and Disposal, PCC Pavement	310	SF		
17	Demolition, Disposal, Earthwork and Subgrade Preparation (6" thick)	5,500	SF	······································	· · · · · · · · · · · · · · · · · · ·
18	Demolition, Disposal, Earthwork and Subgrade Preparation (9" thick)	21,440	SF	• • • • • • •	
19	Aggregate Base (6" thick, Class 2)	21,440	SF	· · · · · · · · · · · · · · · · · · ·	

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Part II, Page 2

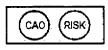
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ltern No.	Description	Approx. Quantity	Unit	Unit Price	Amount
20	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" Aggregate, No RAP)	22,275	SF		
21	Hot Mix Asphalt (3" thick, 1/2" Aggregate, No RAP)	26,940	SF		
22	Hot Mix Asphalt (3" thick, 3/4" Aggregate)	5,500	SF		
23	Construct Storm Drain Catch Basin (City Detail. No. 103BR, 24-10S)	3	EA		
24	Construct Storm Drain Catch Basin, Exposed Aggregate (City Detail No. 103BR, 24-10S)	2	EA		
25	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC)	2	EA		
26	Construct Storm Drain Pipe, 15" RCP	15	LF		
27	Construct Concrete Pipe Collar	1	EA		-
28	Construct Concrete Curb (Caltrans Type A1-6)	80	LF		
29	Construct Concrete Curb (Caltrans Type A1-8)	375	LF		
30	Construct Concrete Curb (Caltrans Type D-4)	60	LF	🤪 🥬 🧰	
31	Construct Concrete Curb and Gutter (City Detail No. 100R)	540	LF		
32	Construct Concrete Curb and Gutter, Exposed Aggregate (Detail A)	30	LF		
33	Construct Concrete Sidewalk (City Detail No. 111R)	4,210	SF		· · · · · ·
34	Construct Concrete Residential Sidewalk Crossing, Exposed Aggregate (City Detail 108R)	1,075	SF		
35	Construct Concrete Commercial Sidewalk Crossing (Detail 7/C-26)	830	SF		
36	Construct Concrete Curb Ramp	865	ŚF		
37	Construct Concrete Rock Blanket	1,275	SF		
38	Construct Retaining Wall (2' High)	170	LF		
39	Remove Tree and Root	1	EA		
40	Adjust Manhole to Grade	2	EA	_	
41	Remove, Replace, and Adjust Manhole to Grade, Silent Knight	3	EA		-
42	Adjust Gas Valve Box to Grade	2	EA		
43	Adjust Telephone Box to Grade	1	EA		
44	Remove, Replace and Adjust Water Meter Box to Grade	2	EA		
45	Remove, Replace and Adjust Water Valve Box to Grade	11	EA		
46	Remove, Replace and Adjust Street Lighting Box to Grade	3	EA		
47	Relocate irrigation Valve Box	2	EA		

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Part II, Page 3

No.	Description	Approx. Quantity	Unit	Unit Price	Amount
48	Relocate Backflow Preventer	. 2	ΕA	•	
49	Relocate Fire Hydrant	1	ĘΑ		
50	Remove and Replace Bollard	2	EA	***	
51	Provide and Install Light Standard	1	LS	· · · · ·	
52	Remove Fire Alarm Box	2	EA		· · ·
53	Remove and Replace Roadside Sign	7	EA		· · · ·
54	Provide and Install Roadside Sign	5	EA		
55	Remove Traffic Stripes, Pavement Markings and Pavement Markers	1	LS	· · · · · · · · · · · · · · · · · · ·	
56	Traffic Stripe, Detail 22 (Thermoplastic)	621	LF		
57	Traffic Stripe, Detail 25A (Thermoplastic)	328	LF		
58	Traffic Stripe, Detail 27B (Thermoplastic)	375	LF		
59	Traffic Stripe, Detail 29 (Thermoplastic)	690	LF		
60) Traffic Stripe, Detail 36 (Thermoplastic)		LF		
61	Traffic Stripe, Detail 38 (Thermoplastic)	193	LF	<u> </u>	
62	Traffic Stripe, Detail 40 (8" White, Thermoplastic t)	38	LF		
63	Pavement Marking, Zebra Crosswalk (Paint)	419	SF	-	
64	Pavement Marking, "STOP" Legend (Paint)	44	SF		
65	Pavement Marking, 12" Limit Line (Paint)	_23	SF	•	
66	Pavement Marking, Yield Line (Paint)	16	SF		-
67	Pavement Marking, Type I Arrow (Paint)	40	SF		
68	Pavement Marking, Type IV Arrow (Paint)	90	SF		
69	Preformed Pavement Markings, Herringbone (Thermoplastic)	1,470	SF		
70	Pavement Marker, Type BB (Blue Retroreflective)	1	EA		
71	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 71) (In Words)					(In Figures) \$



ADDITIVE ALTERNATIVE BID

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
72	Traffic Control	1	LS		
73	Demolition and Disposal, Rolled Concrete Curb and Gutter (Night Work)	355	LF		
74	Demolition and Disposal, Storm Drain Inlet (Night Work)	100	SF		
75	Aggregate Base (12" thick, Class 2)	750	SF		
76	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC, Night Work)	1	EA		
77	Construct Concrete Curb (Caltrans Type A1-8, Night Work)	355	LF	· · · · · · · · · · · · · · · · · · ·	
78	Construct Concrete Sidewalk (City Detail No. 111R, Night Work)	2085	SF		
79	Construct Concrete Rock Blanket (Night Work)	600	SF		
80	Adjust Manhole to Grade (Night Work)	1	ÉA		
81	Remove, Replace and Adjust Water Meter Box to Grade (Night Work)	2	EA		
	TOTAL ADDITIVE ALTERNATE BID (ITEMS 72	THROUGH 8	31) (In Wo	rds)	(In Figures)
					\$

GRAND TOTAL BID

GRAND TOTAL BID (ITEMS 1 THROUGH 81) (In Words)	(In Figures)
	\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items1 through 81).



BID ITEM DESCRIPTIONS: BASE BID

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

1. Mobilization and Demobilization

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

2. Storm Water Compliance

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

3. Traffic Control

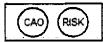
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to maintain vehicular traffic and pedestrian movement for public use during performance of the work, including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

4. Construction Surveying

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction staking and marking required to establish the lines and grades to construct the project, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. Also, included in this work item is establishing the project centerline, referencing all necessary control points, running a circuit of bench levels, setting benchmarks, staking right-of-way and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project.

5. Changeable Message Sign

Measurement and payment for this item shall be on a per day (Day) basis. This item shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to furnish, place, and remove changeable message sign boards as required, including moving them as directed by the Engineer. The City owns two changeable message sign boards and reserves the option to provide them to the contractor for placement in substitution for this pay item.



6. Sawcut, HMA Pavement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut hot mix asphalt pavement in accordance with the plans and specifications, and as directed by the Engineer. Excluded from this item is sawcutting hot mix asphalt pavement where payment is covered in the unit price paid for Traffic Detector Loops.

7. Sawcut, Concrete Pavement

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut concrete pavement in accordance with the plans and specifications, and as directed by the Engineer. Excluded from this item is sawcutting concrete pavement where payment is covered in the unit price paid for Traffic Detector Loops.

8. Sawcut, Concrete Curb and Gutter

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

9. Sawcut, Concrete Sidewalk, Sidewalk Crossing and Driveway

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

10. Demolition and Disposal, Concrete Curb and Gutter

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

11. Demolition and Disposal, Concrete Rolled Curb and Gutter

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

12. Demolition and Disposal, Concrete Sidewalk, Sidewalk Crossing, Driveway and Curb Ramp

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

13. Demolition and Disposal, Concrete Rock Blanket

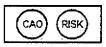
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for demolishing and disposing of concrete rock blankets to the depth required to accommodate proposed improvements in accordance with the plans and specifications, and as directed by the Engineer.

14. Demolition and Disposal, Storm Drain Inlet

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

15. Demolition and Disposal, HMA Pavement

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



16. Demolition and Disposal, PCC Pavement

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

17. Demolition, Disposal, Earthwork and Subgrade Preparation (6" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for demolition, disposal, earthwork, and subgrade preparation (up to 6" thick below finished grade) for removal and disposal of existing HMA in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA and/or aggregate base material, when required.

18. Demolition, Disposal, Earthwork and Subgrade Preparation (9" thick)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for demolition, disposal, earthwork, and subgrade preparation (up to 9" thick below finished grade) for removal and disposal of existing HMA in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA and/or aggregate base material, when required.

19. Aggregate Base (6" thick, Class 2)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the placement, spreading and compaction of 6" thick class 2 aggregate base in areas to receive curbs, gutters, sidewalk crossings, driveways and HMA vehicular pavement, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

20. Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" Aggregate, No RAP)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the grinding of existing Hot Mix Asphalt (HMA), proper disposal or recycling of deteriorated pavement, and placement of 3" thick HMA, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this pay item. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

21. Hot Mix Asphalt (3" thick, 1/2" Aggregate, No RAP)

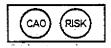
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the placement of 3" thick Hot Mix Asphalt (HMA), ½" maximum aggregate size, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this pay item. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

22. Hot Mix Asphalt (3" thick, 3/4" Aggregate)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the placement of 3" thick Hot Mix Asphalt (HMA), 3/" maximum aggregate size, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. Recycled asphalt product (RAP) may be used as part of this pay item. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

23. Construct Storm Drain Catch Basin (City Detail No. 103BR, 24-10S)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of storm drain catch basins per City Detail No. 103BR, 24-10s, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections of existing pipes. Also included are curb and gutter transition for catch basins or inlets.



24. Construct Storm Drain Catch Basin, Exposed Aggregate (City Detail No. 103BR, 24-10S)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of exposed aggregate storm drain catch basins per City Detail No. 103BR, 24-10s, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections of existing pipes. Also included are curb and gutter transition for catch basins or inlets.

25. Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of Mid State Concrete Type 3 AC Curb Inlets, or approved equal, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections of existing pipes. Also included are curb and gutter transition for catch basins or inlets.

26. Construct Storm Drain Pipe, 15" RCP

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for the installation of storm drain pipe, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes trench excavation, pipe bedding, furnishing and placing storm drain pipe, trench backfill and compaction, connection to storm drain structures, including grouting of connections and concrete encasement. Measurement of this pay item shall be along the along the centerline of pipe alignment.

27. Construct Concrete Pipe Collar

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete pipe collars, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

28. Construct Concrete Curb (Caltrans Type A1-6)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of Type A1-6 concrete curbs per Caltrans Standard Plan A87A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent curb. Measurement of this pay item shall be along the curb face of the new curb.

29. Construct Concrete Curb (Caltrans Type A1-8)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of Type A1-8 concrete curbs per Caltrans Standard Plan A87A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent curbs. Measurement of this pay item shall be along the curb face of the new curb.

30. Construct Concrete Curb (Caltrans Type D-4)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of Type D-4 concrete curb per Caltrans Standard Plan A87A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent curb. Measurement of this pay item shall be along the curb face of the new curb.

31. Construct Concrete Curb and Gutter (City Detail No. 100R)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete curb and gutter per City Detail 100R, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent curb. Measurement of this pay item shall be along the curb face of the new curb and gutter. Excluded from this pay item are curb and gutter transitions for catch basins and inlets, and curb and gutter within the limits of curb ramps.

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32. Construct Concrete Curb and Gutter, Exposed Aggregate (Detail A)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of exposed aggregate concrete curb and gutter per Detail A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of subgrade and doweling into adjacent curb. Measurement of this pay item shall be along the curb face of the new curb and gutter. Excluded from this pay item are curb and gutter transitions for catch basins and inlets, and curb and gutter within the limits of curb ramps.

33. Construct Concrete Sidewalk (City Detail No. 111R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete sidewalk per City Detail No. 111R, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent sidewalk, curb and gutter. Excluded from this pay item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12-inch-wide grooved border around curb ramps.

34. Construct Concrete Residential Sidewalk Crossing, Exposed Aggregate (City Detail 108R)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of exposed aggregate concrete residential sidewalk crossings, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of subgrade and doweling into adjacent driveway, sidewalk, curb and gutter. Also included is the preparing and furnishing of a three foot square exposed aggregate test panel.

35. Construct Concrete Commercial Sidewalk Crossing (Detail 7/C-26)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete commercial sidewalk crossings, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent driveway, sidewalk, curb and gutter.

36. Construct Concrete Curb Ramp

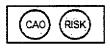
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of ADA compliant concrete curb ramps including truncated domes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of subgrade and doweling into adjacent sidewalk, curb and gutter. Curb ramp area shall be the area within and including the 12 inch wide grooved border. In the event that there is no 12-inch-wide grooved border around the curb ramp, the extent of the curb ramp shall be defined as the area that would have been inside the 12" wide groove border had the border been installed. This item shall also include the curb and gutter within the 12-inch-wide grooved border around the curb ramp. Excluded from this work item are curb and gutter transitions for catch basins and indets.

37. Construct Concrete Rock Blanket

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete rock blanket, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes re-compacting aggregate base or subgrade, placing concrete, rock cobbles and applying mortar. Also included is the preparing and furnishing of a one square yard rock sample.

38. Construct Retaining Wall (2' High)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of 2' high retaining walls, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes re-compacting aggregate base or subgrade, structural excavation and backfill, furnishing and installing lumber, formwork, placing reinforcing steel and concrete, and finishing concrete.



39. Remove Tree and Root

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the removal and disposal of existing trees in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal and disposal of existing roots to a minimum depth of eighteen inches (18") below existing grade. This item also includes the furnishing, placing and compacting of suitable backfill material to a depth of 9" below finish grade in preparation to receive aggregate base and hot mix asphalt.

40. Adjust Manhole to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for adjustment to grade of manholes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing frame and cover prior to construction, and installing a new frame and cover, with a concrete collar, at final grade after grading and/or paving operations. This item also includes reconstruction of the manhole as necessary to replace the frame and cover.

41. Remove, Replace, and Adjust Manhole to Grade, Silent Knight

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the removal of the existing silent knight manhole, installing a new frame and cover with concrete collar, and adjustment to grade of manholes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing silent knight frame and cover prior to construction, and installing a new frame and cover, with a concrete collar, at final grade after grading and/or paving operations. This item also includes reconstruction of the manhole as necessary to replace the frame and cover.

42. Adjust Gas Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for adjustment to grade of gas valve boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing gas valve box prior to construction, and installing a new gas valve box at final grade after grading and/or paving operations. This item also includes protecting valve risers during construction.

43. Adjust Telephone Box to Grade

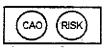
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for adjustment to grade of telephone boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing telephone box prior to construction, and installing a new telephone box at final grade after grading and/or paving operations. A concrete collar shall be provided when boxes are located in areas subject to vehicular traffic. This item also includes protecting conduits during construction.

44. Remove, Replace and Adjust Water Meter Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal, replacement, and adjustment to grade of water meter boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing water meter box prior to construction, and installing a new water meter box at final grade after grading and/or paving operations. This item also includes protecting valve risers during construction, and shortening or extending valve risers as appropriate.

45. Remove, Replace and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal, replacement, and adjustment to grade of water valve boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing water valve box prior to construction, and installing a new water valve box at final grade after grading and/or paving operations. This item also includes protecting valve risers during construction, and shortening or extending valve risers as appropriate.



46. Remove, Replace and Adjust Street Lighting Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal, replacement, and adjustment to grade of street lighting boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing street lighting box prior to construction, and installing a new street lighting box at final grade after grading and/or paving operations. A concrete collar shall be provided when boxes are located in areas subject to vehicular traffic. This item also includes protecting conduits during construction and shortening or extending conduits and wires as appropriate.

47. Relocate Irrigation Valve Box

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the relocation and adjustment to grade of irrigation valve boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing irrigation valve box prior to construction, and installing a new irrigation valve box at final grade after grading and/or paying operations. This item also includes protecting piping and valve risers during construction, and shortening or extending piping and valve risers as appropriate.

48. Relocate Backflow Preventer

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the relocation and adjustment to grade of backflow preventers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes protecting valve risers during construction, and shortening or extending valve risers as appropriate.

49. Relocate Fire Hydrant

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the relocation and adjustment to grade of fire hydrants, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes potholing of existing utilities (horizontal and vertical locations) and preparation of a work plan prior to construction, and relocating the existing fire hydrant at final grade after grading and/or paving operations. This item also includes protecting fire hydrants during construction, and shortening or extending water piping as appropriate. At their discretion, Cal Am may provide a new fire hydrant for relocation.

50. Remove and Replace Bollard

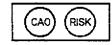
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, including new steel pipes and concrete footings, tools, equipment and incidentals necessary for relocation of existing bollards per Cal-Am Standard Drawing No. 10, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

51. Provide and Install Light Standard

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal of the existing light standard and the furnishing and installation of a new light standard per City Detail 300R, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes all items necessary to have a fully functioning new light standard at the new location. This item also includes excavation for and construction of new footings, including anchor bolts, conduit and grounding rods, junction boxes, installation and termination of conductors including ancillary or replacement electrical equipment and materials, and removal of the existing street light footing. This item also includes protecting conduits during construction, and shortening or extending conduits and wires as appropriate.

52. Remove Fire Alarm Box

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to remove existing fire alarm boxes in accordance with the plans and specifications, and as directed by the Engineer.



53. Remove and Replace Roadside Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to remove existing sign posts and panels and install new sign posts and panels per City Detail 603, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes temporary regulatory signs erected in place, maintained and removed. Each individual sign installation shall be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset due to staged construction.

54. Provide and Install Roadside Sign

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to install new sign posts and panels per City Detail 603, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes temporary regulatory signs erected in place, maintained and removed. Each individual sign installation shall be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset due to staged construction.

55. Remove Traffic Stripes, Pavement Markings and Pavement Markers

Measurement for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to remove and properly dispose of thermoplastic and painted traffic stripes, pavement markings and pavement markers in accordance with the plans and specifications, and as directed by the Engineer. Removal shall be by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. This item also includes the removal and proper disposal of pavement markers for fire hydrants. Also included is the preparation and submittal of drawings showing existing thermoplastic and painted traffic stripes, pavement markings and pavement markers prior to removal.

56. Traffic Stripe, Detail 22 (Thermoplastic)

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

57. Traffic Stripe, Detail 25A (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of stripes, and installation of pavement markers for a complete Detail 25A traffic stripe per Caltrans Standard Plan A20B, in accordance with the plans and specifications, and as directed by the Engineer.

58. Traffic Stripe, Detail 27B (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of stripes, and installation of pavement markers for a complete Detail 27B traffic stripe per Caltrans Standard Plan A20B, in accordance with the plans and specifications, and as directed by the Engineer.

59. Traffic Stripe, Detail 29 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of stripes, and installation of pavement markers for a complete Detail 29 traffic stripe per Caltrans Standard Plan A20B, in accordance with the plans and specifications, and as directed by the Engineer.

60. Traffic Stripe, Detail 36 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the träffic line, application of stripes, and installation of pavement markers for a complete Detail 36 traffic stripe per Caltrans Standard Plan A20B, in accordance with the plans and specifications, and as directed by the Engineer.



61. Traffic Stripe, Detail 38 (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of stripes, and installation of pavement markers for a complete Detail 38 traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

62. Traffic Stripe, Detail 40 (8" White, Thermoplastic)

Measurement for this item shall be on a per linear foot (LE) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of stripes, and installation of pavement markers for a complete 8" Detail 40 traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

63. Pavement Marking, Zebra Crosswalk (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete Zebra Crosswalk per City Detail 620, in accordance with the plans and specifications, and as directed by the Engineer. Zebra crosswalk pavement markings near schools shall be yellow.

64. Pavement Marking, "STOP" Legend (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete "STOP" legend per Caltrans Standard Plan A24D, in accordance with the plans and specifications, and as directed by the Engineer.

65. Pavement Marking, 12" Limit Line (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete 12" Limit Line per Caltrans Standard Plan A24E, in accordance with the plans and specifications, and as directed by the Engineer.

66. Pavement Marking, Yield Line (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete Yield Line per Caltrans Standard Plan A24E, in accordance with the plans and specifications, and as directed by the Engineer.

67. Pavement Marking, Type I Arrow (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete Type I Arrow per Caltrans Standard Plan A24A, in accordance with the plans and specifications, and as directed by the Engineer. Length shall be as shown on the plans or as directed by the Engineer.

68. Pavement Marking, Type IV Arrow (Paint)

Measurement for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markings and application of paint pavement markings for a complete Type IV Arrow per Caltrans Standard Plan A24A, in accordance with the plans and specifications, and as directed by the Engineer.

69. Preformed Pavement Markings, Herringbone (Thermoplastic)

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

70. Pavement Marker, Type BB (Blue Retroreflective)

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

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pavement markers and application of Type BB retroreflective pavement markers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes the furnishing and applying of rapid set type adhesives.

71. Record Drawings

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion, including all construction adjustments, in accordance with the plans and specifications, and as directed by the Engineer.

BID ITEM DESCRIPTIONS: ADDITIVE ALTERNATIVE BID

72. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, portable sanitary facilities, 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 contringent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Quality Control Plan, 4) all submittals and shop drawings, 5) electrician certifications, 6) subcontractor's Certificate of Good Faith Effort to hire local, and 7) fringe benefit summary statement. Also include in this bid item is, maintaining the project site, regular cleanup, final cleanup, temporary fencing and staging area, if any, in accordance with the Specifications and as directed by the Engineer.

73. Demolition and Disposal, Concrete Rolled Curb and Gutter (Night Work)

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

74. Demolition and Disposal, Storm Drain Inlet (Night Work)

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

75. Aggregate Base (12" thick, Class 2)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the placement, spreading and compaction of 12" thick class 2 aggregate base in areas to receive curbs, gutters, sidewalk crossings, driveways and HMA vehicular pavement, complete in place, in accordance with the plans and specifications, and as directed by the Engineer.

76. Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC, Night Work)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of Mid State Concrete Type 3 AC Curb Inlets, or approved equal, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections of existing pipes. Also included are curb and gutter transition for catch basins or inlets.

77. Construct Concrete Curb (Caltrans Type A1-8, Night Work)

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of Type A1-8 concrete curbs per Caltrans Standard Plan A87A, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent curbs. Measurement of this pay item shall be along the the plane and the plane

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curb.

78. Construct Concrete Sidewalk (City Detail No. 111R, Night Work)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete sidewalk per City Detail No. 111R, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes over-excavation and recompaction of sub-grade and doweling into adjacent sidewalk, curb and gutter. Excluded from this pay item is concrete sidewalk within the limits of curb ramps, including all sidewalk area within the 12-inch-wide grooved border around curb ramps.

79. Construct Concrete Rock Blanket (Night Work)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of concrete rock blanket, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes re-compacting aggregate base or subgrade, placing concrete, rock cobbles and applying mortar. Also included is the preparing and furnishing of a one square yard rock sample.

80. Adjust Manhole to Grade (Night Work)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for adjustment to grade of manholes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing frame and cover prior to construction, and installing a new frame and cover, with a concrete collar, at final grade after grading and/or paving operations. This item also includes reconstruction of the manhole as necessary to replace the frame and cover.

81. Remove, Replace and Adjust Water Meter Box to Grade (Night Work)

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal, replacement, and adjustment to grade of water meter boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing water meter box prior to construction, and installing a new water meter box at final grade after grading and/or paving operations. This item also includes protecting valve risers during construction, and shortening or extending valve risers as appropriate.

ANCILLARY ITEMS

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

LUMP SUM PRICE BREAKDOWN

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

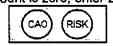
BID CLARIFICATION

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

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

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

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero,



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If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

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

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

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

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

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

___ COUNTY, CALIFORNIA, ON ______, 201____,

Name of Firm:		=		
Address:			<u> </u>	
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

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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
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2	
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5	,
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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
	<u>،</u>			
	·	, ,		

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 _____ 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.

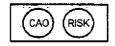
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

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



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LOCAL HIRING REQUIREMENT

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

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

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

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

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

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

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

Part II, Page 24

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

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

Signature

Printed Name and Title

Date

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Part II, Page 25

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

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

Signature

Printed Name and Title

Date

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BID BOND (To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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

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

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

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

[CONTINUED NEXT PAGE]

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

(Bidder/Principal Name)				
By:				
(Signature)				
(Typed or Printed Name)				
Title:				
(Attach Notary Public Acknowledgement of Principal's Signature)				
(Surety Name)				
By: (Signature of Attomey-In-Fact for Surety)				
(Typed or Printed Name of Attorney-In-Fact)				
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In- Fact's Signature.)				
Contact name, address, telephone number and email address for notices to the Surety				
(Contact Name)				
(Street Address)				
(City, State & Zip Code)				
() () Telephone Fax				
(Email address)				



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CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I,		the		_ of
	(Name)		(Title)	·
			, declare, state a	nd certify that:
(Contractor Name)		actor 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)

(Signature)

By:_

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

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

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

BID DOCUMENT COMPLETION

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

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

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

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

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

CONTRACT EXECUTION

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

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



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SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 Project (35C1422, 35C1552, 35C1553C, 35C1555)

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 [<u>INSERT</u> <u>CONTRACTOR NAME</u>] 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:

- SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4. 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 [<u>Insert Month Day, Year</u>], in an **amount not to exceed [<u>Insert amount in words</u>] dollars (\$<u>#### ### .00</u>) plus a sum of up to [<u>10%.</u>] for such contingencies as the City Manager, or his designee, deems appropriate.**
- 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 junsdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- 5. In accordance with the provisions of Sections 1725.5, 17.71.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
- The Monterey City Council awarded this contract on [<u>Month Day, Year</u>] by Resolution [<u>##-####</u>] C.S.
- 7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (Labor and Materials)
- E. Non-Collusion Declaration

By:

- F. Debarment and Suspension Certification
- G. Certification(s) of Good Faith Effort to Hire
 - Local Residents

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

ATTEST:

CITY OF MONTEREY:

By:

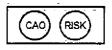
[INSERT CONTRACTOR NAME]:

By: _____ City Clerk

City Manager, or his designee

[Insert Name, Title]





PERFORMANCE BOND

BOND NO. _____ PREMIUM: _____

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

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

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

presents.

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

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

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

By _

PRINCIPAL

By:

PRINCIPAL

By: ATTORNEY-IN-FACT

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PAYMENT (LABOR AND MATERIALS) BOND

BOND NO .: _

KNOW AL	L MEN/WOMEN BY THESE PRESENT that we,	as Principal (also
referred to herein a	as "CONTRACTOR"), and	as Surety, are held and firmly bound
unto City of Monte	rey, hereinafter called "OWNER," in the sum of	
Dollars (\$), for the payment of which sum, well and truly t	o be made, we bind ourselves, our heirs,
executors, adminis	trators, successors, and assigns, jointly and severally,	firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated ______, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

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

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

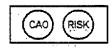
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IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

day of	, 20
Surety	Principal
Ву:	Ву:
Print Name/Title	Print Name/Title
Address	Address
() Telephone Number	() Telephone Number
Email Address	Email Address

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

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SCOPE OF WORK

<u>INTENT</u>

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 guality are to be used.

CHANGES AND EXTRA WORK

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

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

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

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

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

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

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

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

ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer: Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the prov carbon tract, citywide grow Rands and the subject to the prov (CAO) (RISK)

plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

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

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

EQUIPMENT

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

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

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

PROPERTY AND FACILITY PRESERVATION

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

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

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



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CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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

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

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

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

EMPLOYEES

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

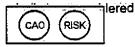
CONTROL OF MATERIALS

GENERAL

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

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

All materials not conforming to the requirements of the plans and specifications citywide stands and specifications of the plans and specifications



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

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

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

MATERIAL SOURCE

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

QUÂLITY

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

GUARANTEE

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

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

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

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of

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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, mantal status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

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

LABOR CODE

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

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

WAGES

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

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor un

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violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

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

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the Site. These moneys shall be retained by the City pending the final decision of an enforcement action.

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



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The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

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

APPRENTICES

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

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 181

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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 posses 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 posses a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Engineering Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

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

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

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

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

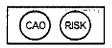
Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

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

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

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

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WORKER'S COMPENSATION

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

PATENTS

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

RIGHT OF PROPERTY

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

INCREASED FORCE

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



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LIABILITIES

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

PROSECUTION AND PROGRESS

GENERAL

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

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

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

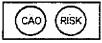
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

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

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

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the



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part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

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

PAYMENT

GENERAL

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

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

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

PROGRESS PAYMENTS

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

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

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

The Contractor may elect to receive 100% of payments due under the contract from time to

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of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

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

PAYMENT AFTER CONTRACT ACCEPTANCE

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

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

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

PART IV: SPECIAL PROVISIONS

GENERAL

In general, the work consists of, but is not limited to, the demolition and construction of concrete curbs, gutters, sidewalks, sidewalk crossings (driveway approach) and curb ramps, storm drainage, signage and striping, isolated street and driveway surface repairs, pavement grinding, street reconstruction and Hot Mix Asphalt pavement.

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 <u>Standard Specifications</u>, <u>Standard Plans</u>, and these <u>Special</u> <u>Provisions</u> and the <u>Plans</u>, the order of precedence shall be as follows:

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

CONTRACT BONDS

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

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

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

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

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

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

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

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

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

TIME LIMITS

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

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

The Contractor shall diligently prosecute the contract to completion on or before the expiration of (75) 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):

<u>\$10 per vehicle/space per day (meter space):</u> Cannery Row Area Wharf Area Waterfront Area Foam Street Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space): Lighthouse Avenue Downtown Area All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

SITE INSPECTION

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

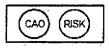
The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements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

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

SUBMITTALS

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

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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 with the submittal item pertains to.
- 4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
- 5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

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

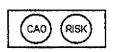
CONSTRUCTION SURVEYS

Construction surveys, when required, shall be paid for and provided by the contractor and no additional compensation shall be made. Construction staking shall be that necessary to establish the lines and grades required for completion of the work in accordance with the plans and specifications, and as directed by the Engineer.

It shall be the responsibility of the Contractor to ascertain that all lines and grades, as laid out according to the stakes, conform to the plans and specifications. Any discrepancy shall be promptly reported to the Engineer. The Contractor shall be responsible for any error in the finished work as it relates to construction staking.

Contractor shall protect all survey monuments and property corners during construction. Centerline monuments within the work zone are shown on the plans. The City shall establish reference ties to centerline monuments within the work zone. Any monuments or corners which are disturbed by the contractor's activities shall be reestablished at the contractor's expense. All reestablishments shall be performed and recorded as required by California's Professional Land Surveyors' Act.





The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized for removal by the Engineer. All expenses incurred in replacing stakes that have been damaged or removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed. See Construction Procedure elsewhere in these specifications for additional information.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

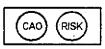
General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

- 1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
- 2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- 3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
- 4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- 5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
- 6. Reporting procedures including proposed reporting formats.



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QC Plan Implementation

- <u>Preconstruction Conference</u>. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
- 2. <u>General</u>. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
- <u>Control of Materials, Tests, and Inspections</u>. 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. <u>Tests and Inspections</u>: Sub-grade compaction Aggregate placement and compaction Forms Placement Trench backfill and bedding Reinforcing bar placement Fill Material (if applicable) Pipe placement Street Light Bases
 - b. <u>Materials and Materials Certification:</u> Aggregate Base Hot Mix Asphalt/Asphalt Concrete Concrete Catch Basin and Manhole Casting Reinforcing Bar Pipe Material Trench backfill material Lumber RC pipe Slurry backfill
 - c. Daily Reports

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

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

- 4. <u>Acceptance of Plan</u>. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
- 5. <u>Notification of Changes</u>. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.



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6. <u>Testing and Certification</u>. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

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

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

- 1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
- 2. Monterey City Code, as amended,
- 3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
- 8. California Historic Building Code, latest edition as adopted by the City of Monterey,
- 9. California Occupational Safety and Health Administrative Code, latest edition,
- 10. California Government Code Section 4216, Protection of Underground Infrastructure,
- 11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
- 12. The California Labor Code,
- 13. Federal Water Pollution Control Act (Clean Water Act), and,
- 14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

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

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its

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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:

- 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.
- 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.

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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.

RESOLUTION OF CONSTRUCTION CLAIMS

A. Resolution of ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204).

1. The following provisions apply to contracts entered into on or after January 1, 2017.

2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
- b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- c. Payment of an amount that is disputed by the City.
- 3. Upon receipt of a claim pursuant to this section:
 - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

BEING THE _____

(MUST BE AN OFFICER) OF _______ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND

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CONSEQUENCES."

c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

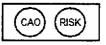
b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under <u>Section 20104.4</u> to mediate after litigation has been commenced.

e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.



6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of contract does not exist, the contractor may request to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

B. Resolution of Construction Claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section A above which applies to <u>all</u> construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section A.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator; shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure: (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.

e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the

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legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

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

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

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of one thousand two hundred dollars (\$1,200) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public-enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

- 1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
- 2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
- 3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
- 4. Minimizing any hazard to the general public.



- 5. Proper handling of hazardous materials.
- 6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
- 7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor. The Engineer may direct minor adjustments to the forms, at no cost to the City.

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

TRAFFIC CONTROL

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

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

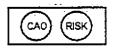
A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum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

The following shall be incorporated into the Traffic Control Plan:

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

The following requirements apply to Traffic Control Plans:

- All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf
- The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
- 3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.



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

Traffic Control Plans shall contain the following notes:

- 1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base; not center.
- The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
- 3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
- 4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
- 5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
- 6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
- 7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
- 8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
- 9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

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

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

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control



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and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

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

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

CONSTRUCTION PROJECT SIGNS

For Measure P Projects, the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition. Littlefield Road is not a Measure P project.

REMOVAL OF OBSTRUCTIONS

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

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

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

UNDERGROUND UTILITIES

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

UTILITY COMPANY COORDINATION

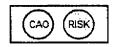
Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

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

DUST CONTROL

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

CONNECTION TO EXISTING UTILITIES

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

SANITARY FACILITIES

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

INSPECTION OF WORK

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

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

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

RECORD DRAWINGS

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

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

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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

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

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

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management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

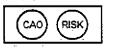
- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill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

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

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

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion
 and sediment control measures, and other protective BMP measures in good and effective operating condition
 by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for
 destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.





- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - o Disturbed areas of the construction site,
 - o Areas that have not been finally stabilized.
 - o Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - o All waste storage and handling devices and areas.

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

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

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

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

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

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

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

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



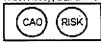
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to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

TREE PROTECTION REQUIREMENTS

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

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

- 1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade.
- 2. These standards do not apply to unprotected trees or trees previously approved for removal.
- 3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' 0". The diameter of a tree shall be measured at four feet six inches (4' 6") above the surrounding grade [Diameter at Standard Height (DSH)].
- 4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' 0" from the outside edge of the trunk or further than 3' 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fencied areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
- 5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
- 6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
- Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that



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the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.

- 8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Overwatering may also damage native pines.
- Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
- All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact the City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
- 11. Chapter 37, Preservation of Trees and Shrubs, is available at <u>www.monterey.org</u> or <u>http://www.codepublishing.com/ca/monterey</u>
- 12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.



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CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

TECHNICAL SPECIFICATIONS

SAWCUTTING

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

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

HMA Pavement

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

Concrete Curb and Gutter

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

Concrete Sidewalk, Sidewalk Crossing or Driveway

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

Concrete Pavement

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

DEMOLITION AND DISPOSAL OF CONCRETE CURBS, GUTTERS, SIDEWALKS, SIDEWALK CROSSINGS, DRIVEWAYS, CURB RAMPS, ROCK BLANKET AND STORM DRAIN INLETS

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

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

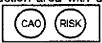
REMOVE ASPHALT CONCRETE AND PCC PAVEMENT

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

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

EARTHWORK AND SUBGRADE PREPARATION

All earthwork shall be done in accordance with Section 19 "Earthwork" of the Standard Specifications and these specifications. This work shall include performing all operations necessary to excavate all materials, regardless of character, and subsurface conditions from the length and cross section of the construction area necessary to perform the work shown on the plans. This shall include all operations necessary to construct embankments, including the placement of selected material in connection therewith to backfill depressions resulting from the removal of obstructions. Other operations included in this work are preparing the construction area with onsite



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material, such as importing select material from on site for placing sidewalk paving or aggregate base and paving thereon. Grading, moisture conditioning, and compaction are all elements of such preparation.

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

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

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

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

AGGREGATE BASE

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

HOT MIX ASPHALT

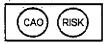
All Hot Mix Asphalt shall be per Section 39, "Hot Mix Asphalt" of the Standard Specifications, excluding Revised Standard Specifications.

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

- 1. Liquid Asphalt (Tack Coat) and Asphaltic Emulsion (Paint Binder) shall be included as part of this item.
- Tack Coat shall conform to Section 39-1.09 "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer" and Section 93 "Liquid Asphalts" of the Standard Specifications and shall be Grade SC-70.
- Asphalt Emulsion (Paint Binder) shall conform to Section 39-1.09 "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer" and Section 94 "Asphaltic Emulsions" of the Standard Specifications and shall be SS-1 with 60% with water.
- 4. Hot Mix Asphalt shall conform to Section 39 "Hot Mix Asphalt" of the Standard Specifications and these specifications. Asphaltic concrete shall be Type A. No reclaimed asphalt pavement (RAP) shall be used in the finished top lift of Hot Mix Asphalt or for leveling lifts.
 - Aggregate for lifts 2" or less and finished top lifts shall conform to 1/2-inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications.
 - Aggregate for lifts greater than 2", other than finished top lifts, and base course paving shall conform to 3/4-inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications.

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

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



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

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

SUBGRADE ENHANCEMENT GEOTEXTILE

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

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

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

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Geosynthetic Pavement Interlayer Material and Strength Properties

		METHOD	UNITS	Type 1	Type 2
Material Properties	Aperture Size (Center to Center)		mm (inch)	25 x 25 (1.0 x 1.0)	25 x 25 (1.0 x 1.0)
	Percent Open Area	CW-02215 MOD.1	%	Greater than or equal to 50.	Greater than or equal to 50
	Fiberglass Coating			Elastomeric Polymer	Elastomeric Polymer
	Tack Coat % Polymer Modified		%	>25	>25
	Mass / Unit Ärea	ASTM D5261	ĝ/m² (oz./yd²)	4 <u>32</u> (12.7)	4 <u>32</u> (12.7)
	Roll Width		m (ft.)	1.5 (4.9)	1.5 (4.9)
	Fiberglas Coating Softening Point	ASTM D36	°C (°F)	Greater than 149 (300)	Greater than 149 (300)
erties	Tensile Strength (MD x CD)	ASTM D6637	kN/m (lb./in)	100 x 100 (571 x 571).	100 x 100 (571 x 571)
Strength Properties	Tensile Strength @ 2%	ASTM D6637	kN/m (lb./in)	80 x 80 (456 x 456)	80 x 80 (456 x 456)
	Elongation; at Break	ASTM D6637	(%)	Less than 3	Less than 3

Product Performance Requirements

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

*: APT – Accelerated Pavement Testing

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

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

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STORM DRAIN PIPE

Storm drain pipe construction shall conform to the provisions in Section 64, "Plastic Pipe" or Section 65, "Concrete Pipe", of the Standard Specifications, the Plans, Specifications, and as directed by the Engineer. Storm drain pipe shall be HDPE SDR 26 pipe conforming to AWWA C901/C906 or RCP Class III as noted on the plans or as directed by the Engineer.

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

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

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

STORM DRAIN INLET

Storm drain materials and installation shall be per City Detail No. 103BR with Caltrans Standard Type 18-8S or 24-10S grates per Caltrans Revised Standard Plan RSP D77B and as specified on the plans. The inlets shall conform to applicable provisions of Section 51, "Concrete Structures", Section 52, "Reinforcement", Section 64, "Plastic Pipe", Section 70, "Miscellaneous Drainage Facilities", Section 73, "Concrete Curbs and Sidewalks" and Section 75, "Miscellaneous Metal", of the Standard Specifications, these Specifications and as directed by the Engineer.

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

CONCRETE ROCK BLANKET

Concrete Rock Blanket shall conform to Section 20-12 "Rock Blanket" of the Standard Specifications, Caltrans Revised Standard Plan H9A, the Plans, and these specifications.

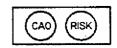
CONCRETE CURBS, GUTTERS, SIDEWALKS, SIDEWALK CROSSINGS, STORM DRAIN APRONS, CURB RAMPS AND DRIVEWAYS

Concrete, including exposed aggregate concrete, curbs, gutters, sidewalks, sidewalk crossings, curb ramps and driveways shall conform to Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these specifications. Curbs, gutters, cross gutters and sidewalk shall be constructed in accordance with City Details 100R, 102R and 111R, respectively, and plan details. Sidewalk crossings shall be constructed in accordance with City Details 100R, 102R and 108BR, and plan details. Vertical curbs shall be Type A1-6, A1-8 or D-4 per Caltrans Standard Plan A87A. Concrete shall be minor concrete, containing not less than 550 pounds of Portland cement per cubic yard of concrete or Class 2 concrete, containing 590 pounds of Portland cement per cubic yard of concrete curb, gutter and sidewalk crossings shall have a minimum of 6" of class 2 aggregate base placed beneath them.

The color and tone of finished concrete shall be grey in color and neutral in tone unless otherwise specified as colored concrete. Finished concrete shall not be white in color or bright in tone. Backfill shall be provided against edges of sidewalk to prevent any abrupt drop off form the sidewalk to adjacent grade.

Where shown on the plans, concrete shall have an exposed aggregate texture. Aggregate for exposed aggregate texture shall be:

- 1. Smooth, rounded stones commercially packaged specifically for use in exposed aggregate finish for concrete slabs. The colors of the aggregate shall match the existing exposed aggregate finish where applicable.
- 2. Graded such that all the material passes the ½ inch screen and not more than 5 percent passes the No. 4 sieve, under California Test 202.



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Construction of exposed aggregate texture shall meet the following requirements:

- 1. Surfaces shown to receive exposed aggregate texture shall have a dense layer of aggregate approximately 3/8-in thick, broadcast uniformly over the wood floated surface. The layer shall be tamped into the surface to embed the particles between 40 percent and 75 percent of their depth.
- After the concrete matrix has set sufficiently to prevent dislodging or loosening of the exposed aggregate stones, all cement film and other loose material shall be cleaned from the exposed aggregate and all other exposed surfaces using stiff brooms and water.
- 3. An equivalent exposed aggregate texture produced by a concrete set retarder method, when authorized, may be used as an alternative to the procedure specified.

All concrete truck wash off water shall be collected and properly disposed of. No wash off water shall be allowed to run down streets, curbs or into storm drain systems. No wash off water shall enter the Monterey Bay National Marine Sanctuary.

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

The Contractor shall notify the Engineer when the concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. See Construction Procedure elsewhere in these specifications for additional information.

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

REMOVALS, RETROFITS, REPLACEMENTS, AND ADJUSTMENTS TO GRADE

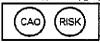
Manhole frames and covers shown to be adjusted to grade on the plans shall be adjusted to new grades with concrete collar and approved adjusting ring, as shown in City Details and on the Plans. Work shall conform to Section 15-2 "Miscellaneous Facilities" of the Standard Specifications and these specifications.

Clean outs, backflow preventers, water, irrigation, telephone boxes and gas valve covers, street lighting boxes and monument wells shall be adjusted to new grades after completion of paving operations as shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2, "Miscellaneous Facilities", of the Standard Specifications, and these specifications.

If required, inlets shall be adjusted to final grades by sawcutting and removing the upper section of the inlet, doweling into the inlet base, and constructing a new inlet top, including miscellaneous metal, curb and gutter, as shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2, "Miscellaneous Facilities", of the Standard Specifications, and these requirements.

If required, fire hydrants shall be relocated and adjusted to grade such that the hydrant mating flange is a minimum of 3" above finished surface. Hydrant if adjusted or replaced shall be approved by the City of Monterey Fire Department. Contractor to coordinate with the Fire Department any hydrant removal, and associated Fire Department standby requirements. Disinfection shall be coordinated with Cal Am Water. The body of fire hydrants shall be silver in color.

All covers and grates shall be left free of any asphaltic material and shall be completely cleaned not more than five (5) days after paving has been completed at that particular location. All frames and boxes shall be within ½" of the



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bottom of an 8-foot straight edge when placed across manhole on the finished pavement.

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

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

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

Water value cover and meter box adjustments, including piping or service modifications as associated disinfection procedures shall be performed in accordance with the requirements of the California-American Water Company. Value covers and meter boxes, if replaced, shall be approved by the California-American Water Company.

Survey monument well adjustments to grade shall be in accordance with City Detail 105AR.

Concrete collars and aprons shall conform to applicable provisions of Section 51, "Concrete Structures", Section 52, "Reinforcement" and Section 75, "Miscellaneous Metal", of the Standard Specifications and shall be constructed as shown in the Plans, City Details, or Standard Plans

STREET LIGHTING; LIGHT FIXTURES, FOUNDATIONS, ELECTRICAL CONDUIT, PULL BOXES AND ELECTRICAL CONSTRUCTION

All electrical systems, structures, construction/installation and testing shall conform to Section 86 "Electrical Systems" revised 4/15/16 of the Standard Specifications and these Technical Specifications, except for the Measurement and Payment sections in each.

Contractor to relocate existing light fixture including pole and construct new pole foundation as shown on the Plans.

Conduit shall be Type 3 per Section 86-1.02B.

Pull boxes shall be per Section 86-1.02C and traffic rated per 86-1.02C (3). Boxes shall be a No.5 Pull Box per Caltrans Drawing ES-8 and pull box covers shall be labeled "Lighting".

Conductor size, color shall be per 86-1.02F(1)(c)(i).

Electrical Construction including associated pole foundations and trenching and backfill shall be per Section 86-2.01C in accordance with the locations shown on the Plans.

ROADSIDE SIGNS

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

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

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

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



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REMOVE TRAFFIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

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

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

PAVEMENT TRAFFIC LINES (THERMOPLASTIC)

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

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

Thermoplastic traffic stripes and pavement markings shall be applied in conformance with Section 84-2 of the standard Specifications and manufacturer's instructions. Thermoplastic shall be spravable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350-400 degrees F per Section 84-2.03C of the Standard Specifications. Apply spravable thermoplastic at a rate of at least 0.13 lb/ft of 4" wide solid stripe and shall have at least a thickness of 0.040 inch. Glass beads shall be applied and must be embedded in the thermoplastic to a depth of 1/2 bead diameters. State Specifications for glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819, (916) 227-7000.

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

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

THERMOPLASTIC PAVEMENT TEXTURE (HERRINGBONE BRICK)

Material shall by manufactured by Ennis-Flint or approved equal. Design shall be TP22 Herringbone Field Brick Red Pavers, Sand Grout. The material shall be equally suitable for concrete and asphalt surfaces. The material must be a resilient preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These antiskid/anti-slip elements must have a minimum hardness of 8 (Mohs scale) and meet the following gradation:

Size Gradal	tion	Intermix		Drop - On	
US Mesh	μm	Retained, %	Passing, %	Retained, %	Passing, %
10	2000	0 - 10%	90 - 100%		-
12	1700	5 - 25%	75 - 95%		
14	1400	15 <u>-</u> 50%	50 - 85%		
16	1180	15 - 50%	50 - 85%	0 - 5%	95 - 100%
18	1000	10 - 30%	70 - 90%	0 - 10%	90 - 100%
20	850	0 - 5%	95 - 100%	5 - 25%	75 - 95%
25	710	0 - 2%	98 - 100%	15 - 50%	50 - 85%
30	600			15 - 50%	50 - 85%
35	500	· -		5 25%	75 - 95%
40	425			0 - 10%	90 - 100%

The material must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

The material shall be capable of being applied on bituminous and/or portland cement concre Citywide 9159 Frants ton Ast 625 Reconsered to 1964

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by the use of an infrared heater. A handheld propane heat may be used in isolated areas. The use of a compactor or similar equipment shall not be necessary. The material must be able to be applied to asphalt and concrete surfaces without preheating the application surface to a specific temperature. The material must be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland comment concrete application areas to be cured or dried out.

The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.

The material must be factory assembled and interconnected with a compatible material, so that it is unnecessary to assemble the individual "brick" pieces at the jobsite. The material must be able to be applied to asphalt and concrete surfaces without using a grid template and without forming a pattern in the pavement substrate. Heating indicators must be evenly distributed on the surface of the material in order to ensure correct application. The material must cover the entire application area and be flush across the surface. Once applied, no part of the pavement surface should be visible in the application area.

MATERIAL: Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The thermoplastic material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

Pigments:

- 1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
- Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- Other Colors: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating indicators: The top surface of the material shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state allowing for satisfactory adhesion and proper embedment of anti-skid/anti-slip elements, and a post-application visual cue that the application procedures have been followed.

Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of

60 BPN when tested according to ASTM E 303.

Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness: The material must be supplied at a minimum thickness of 125 mil (3.18mm).

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

APPLICATION:

Asphalt: The material shall be applied primarily by using an infrared heater supplied by the material manufacturer. A handheld propane heat torch supplied by the material manufacturer may be used in isolated areas. The material

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must be able to be applied at ambient and road temperatures down to 45°F (7.2°C) without any preheating of the pavement to a specific temperature. A sealer specified and supplied by the material manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide bond reinforcement for larger volumes of material. The sealer must be supplied by the material manufacturer in 300/600ml cartridges along with sealer application supplies. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. The supplier must provide current application instructions to the Certified Applicator.

Portland Cement Concrete: The same application procedure shall be used as described for asphalt.

PACKAGING: The preformed thermoplastic material shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Packages shall be labeled for ease of identification. The weight of the individual carton must not exceed fifty (50) pounds (23kg). A protective film around the box must be applied in order to protect the material from rain or premature aging.

PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement Markings", of the Standard Specifications, Caltrans Standard Plans A24A, A20A, A20B, A20D, the Plans, Specifications and as directed by the Engineer.

All traffic stripes installed on Portland cement concrete pavement or curbs or as otherwise indicated in the plans shall be paint.

The first application of permanent paint striping and pavement markings shall be placed within 3 to 5 days.

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

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

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

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

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

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

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

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

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

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below 50° F.

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

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

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

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

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

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

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

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

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

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

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

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

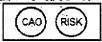
Spray equipment shall be of a proper and adequate type for the work and shall include oil and water extractors, pressure regulators, and adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper size.

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

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

STATE OF CALIFORNIA SPECIFICATION PTWB-01R2, TRAFFIC LINE PAINT, YELLOW This specification is intended to cover ready mixed traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements.

STATE OF CALIFORNIA SPECIFICATION PTWB-01R2, TRAFFIC LINE PAINT, WHITE This specification is



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intended to cover ready mixed traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements.

STATE OF CALIFORNIA SPECIFICATION PTWB-01R2, TRAFFIC LINE PAINT, BLACK This specification is intended to cover ready mixed black traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements. It may be applied either cold or hot and with either air atomizing or airless equipment.

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

PAVEMENT MARKERS

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

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

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

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

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

Pavement markers shall not be placed on painted surfaces.

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

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APPENDIX A

BID PROPOSAL FORMS



CITY OF MONTEREY

DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

Submit the following items unbound:

ITE	M	INCLUDED
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	<u></u>
7.	Noncollusion Declaration	
8.	Debarment and Suspension Certification	
9 .	Certification of Good-Faith Effort (Prime)	<u> </u>
10.	Bid Bond	

11. Certification of Workers' Compensation Insurance

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

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

By:

Company Name

Signature

Date



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CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount.
1	Mobilization and Demolition	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS [,]		
5	Changeable Message Sign	75	DAYS		· · · · · · · · · · · · · · · · · · ·
6	Sawcut, HMA Pavement	1.	LS		<u> </u>
7	Sawcut, Concrete Pavement	1	LS		
8	Sawcut, Concrete Curb and Gutter	1	LS	· ·	· · ·
9	Sawcut, Concrete Sidewalk, Sidewalk Crossing and Driveway	1	LS		
10	Demolition and Disposal, Concrete Curb and Gutter	1480	LF		
11	Demolition and Disposal, Concrete Rolled Curb and Gutter	375	LF		
12	Demolition and Disposal, Concrete Sidewalk, Sidewalk Crossing, Driveway and Curb Ramp	2,535	SF		
13	Demolition and Disposal, Concrete Rock Blanket	505	SF		
14	Demolition and Disposal, Storm Drain Inlet	6	EA		,
15	Demolition and Disposal, HMA Pavement	1,575	ŚŔ		
16	Demolition and Disposal, PCC Pavement	310	SF		
17	Demolition, Disposal, Earthwork and Subgrade Preparation (6" thick)	5,500	SF		
18	Demolition, Disposal, Earthwork and Subgrade Preparation (9" thick)	21,440	SF		
19	Aggregate Base (6" thick, Class 2)	21,440	SF		

Citywid 9 959 FRANDS #in A St 625 Reconserved, Ph 1994

CAO RISK

Appendix A, Page 3

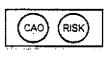
(CAO) (RISK)

item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
20	Hot Mix Asphält Mill Grind and Replace (3" thick, 1/2" Aggregate, No RAP)	22,275	SF		
21	Hot Mix Asphalt (3" thick, 1/2" Aggregate, No RAP)	26,940	SF		
22	Hot Mix Asphalt (3" thick, 3/4" Aggregate)	5,500	SF		
23	Construct Storm Drain Catch Basin (City Detail No. 103BR, 24-10S)	-3	EA		
24	Construct Storm Drain Catch Basin, Exposed Aggregate (City Detail No. 103BR, 24-10S)	2	EA		
25	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC)	2	EA		
26	Construct Storm Drain Pipe, 15" RCP	15	ĿF		
27	Construct Concrete Pipe Collar	1	EÄ		
28	Construct Concrete Curb (Caltrans Type A1-6)	80	LF		
29	Construct Concrete Curb (Caltrans Type A1-8)	375	LF		
30	Construct Concrete Curb (Caltrans Type D-4)	60	ĻF		
31	Construct Concrete Curb and Gutter (City Detail No. 100R)	540	LF		
32	Construct Concrete Curb and Gutter, Exposed Aggregate (Detail A)	30	ĿF		
33	Construct Concrete Sidewalk (City Detail No. 111R)	4,210	SF		
34	Construct Concrete Residential Sidewalk Crossing, Exposed Aggregate (City Detail 108R)	1,075	SF	· · ·	-
35	Construct Concrete Commercial Sidewalk Crossing (Detail 7/C-26)	830	SF		
36	Construct Concrete Curb Ramp	865	SF .		
37	Construct Concrete Rock Blanket	1,275	SF		·
38	Construct Retaining Wall (2' High)	170	LF		
39	Remove Tree and Root	1	EA		
40	Adjust Manhole to Grade	2	EA		
41	Remove, Replace, and Adjust Manhole to Grade, Silent Knight	3	EA		
42	Adjust Gas Valve Box to Grade	2	EA		
43	Adjust Telephone Box to Grade	1	EA		
.44	Remove, Replace and Adjust Water Meter Box to Grade	2	ÉA	· · ·	· · · · · · · · · · · · · · · · · · ·
45	Remove, Replace and Adjust Water Valve Box to Grade	11	EA		
46	Remove, Replace and Adjust Street Lighting Box to Grade	3	EÂ		
47	Relocate Irrigation Valve Box	2	EA		
·		•	•	·	•

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Appendix A, Page 4

ltem No	Description	Approx. Quantity	Ünit	Unit Price	Amount
48	Relocate Backflow Preventer	2	EA		
49	Relocate Fire Hydrant	1	EA		
50	Remove and Replace Bollard	2	EA		
51	Provide and Install Light Standard	1	LS	-	
5 <u>,</u> 2	Remove Fire Alarm Box	2	EA		
53	Remove and Replace Roadside Sign	7	EA		·····
54	Provide and Install Roadside Sign	5	EA		
55	Remove Traffic Stripes, Pavement Markings and Pavement Markers	1	LS		·
56	Traffic Stripe, Detail 22 (Thermoplastic)	621	LF		
57	Traffic Stripe, Detail 25A (Thermoplastic)	328	LF		7 . at
58	Traffic Stripe, Detail 27B (Thermoplastic)	375	LF		
59	Traffic Stripe, Detail 29 (Thermoplastic)	690	LF		
60	Traffic Stripe, Detail 36 (Thermoplastic)	140	LF		
61	Traffic Stripe, Detail 38 (Thermoplastic)	193	LF		
62	Traffic Stripe, Detail 40 (8" White, Thermoplastic t)	-38	LF	· ···	
63	Pavement Marking, Zebra Crosswalk (Paint)	419	SF		
64	Pavement Marking, "STOP" Legend (Paint)	44	SF		
65	Pavement Marking, 12" Limit Line (Paint)	. 23	SF	···	·
66	Pavement Marking, Yield Line (Paint)	16	SF		
67	Pavement Marking, Type I Arrow (Paint)	40	SF		
68	Pavement Marking, Type IV Arrow (Paint)	90	SF		
69	Preformed Pavement Markings, Herringbone (Thermoplastic)	1,470	SF		
70	Pavement Marker, Type BB (Blue Retroreflective)	1	EA	· · · · ·	
71	Record Drawings	1	LS		
	TOTAL BASE BID (ITEMS 1 THROUGH 71) (In W	ords)			(In Figures) \$



ADDITIVE ALTERNATIVE BID

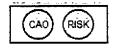
73 and Gutter (N 74 Demolition a (Night Work) 75 Aggregate Ba 76 Construct Str Concrete Typ 77 Construct Co Night Work) 78 Construct Co 1.11R, Night V 79 Construct Cor 80 Adjust Manhor	·	Approx. Quantity	Unit	Unit Price	Amount
73 and Gutter (N 74 Demolition a (Night Work) 75 Aggregate Ba 76 Construct Str Concrete Typ 77 Construct Co Night Work) 78 Construct Co 111R, Night V 79 Construct Cor 80 Adjust Manho 81 Remove, Rep	ol	1	LS		
74 (Night Work) 75 Aggregate Ba 76 Construct Str Concrete Typ 77 Construct Construt	nd Disposal, Rolled Concrete Curb Night Work)	355	LÊ	<u>,,,,,,,,,,</u>	
76 Construct Sto 77 Construct Const	and Disposal, Storm Drain Inlet	100	SF		-
70 Concrete Typ 77 Construct Constr	ase (12" thick, Class 2)	750	SF		
Night Work) 78 Construct Const	torm Dráin Curb Inlet (Mid State pe 3 AC, Night Work)	1	EÄ		
76 1.11 R, Night V 79 Construct Cor 80 Adjust Manho 81 Remove, Rep	oncrete Curb (Caltrans Type A1-8,	355	LF		
80 Adjust Manho 81 Remove, Rep	oncrete Sidewalk (City Detail No. Work)	2085	SF		
81 Remove, Rep	oncrete Rock Blanket (Night Work)	600	ŚF		
	ole to Grade (Night Work)	1	EA		
	place and Adjust Water Meter Box ght Work)	2	EA		
TOTAL ADDI	DITIVE ALTERNATE BID (ITEMS 72	THROUGH	81) (In Wo	ords)	(In Figures)
					\$

GRAND TOTAL BID

GRAND TOTAL BID (ITEMS 1 THROUGH 81) (In Words)	(In Figures)
	\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items1 through 81).



Appendix A, Page 6

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

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

____ COUNTY, CALIFORNIA, ON _____, 201___, 201___,

Name of Firm:						
Address:			•			
Telephone:						
Email:	<u></u>					
		*		-		

(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

Citywid SUSPERIARDS #in A St 621 Recon 898 1957, Ph 1964

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:

ADDEN	IDA (Please acknowledge with initials)	DATE RECEIVED
I	······································	
2		
3		
4		
5	·-	· · · · · · · · · · · · · · · · · · ·
6.		

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Appendix A, Page 8

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
· · · · · ·	.	و، میں اندیک بی ہے۔		
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Citywid 25 Randstind State Constant 1964



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
		· · · · · ·		
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Citywide Stope Rands tin A 91625 Rockhaute 188, Ph 1984

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____, 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

Citywid 9359 Parpls #n A 9162578 coll 302 Ph 1364

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.

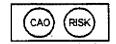
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



Citywide Store Rames and Steel Reconservible Philes

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

l, _____, a licensed contractor, or responsible managing officer, of the company known as ______, do hereby certify,

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

Signature

Printed Name and Title

Date

BID BOND (To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1552, 35C1553C, 35C1555)

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

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

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

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

[CONTINUED NEXT PAGE]



Citywid & Store Rights # A St 625 Reconsect 10,2 - 96 - 59

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

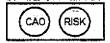
	(Bidder/Principal Name)
By:	
	(Signature)
	(Typed or Printed Name)
Title:	
(Attach N	otary Public Acknowledgement of Principal's Signature)
	(Surety Name)
By:	(Signature of Attomey-in-Fact for Surety)
	(Typed or Printed Name of Attorney-In-Fact)
Acknowle	(i) Attorney-In-Fact Certification; (ii) Notary Public edgment of Authorizing Signature on Attorney-Fact ion; and (iii) Notary Public Acknowledgement of Attorney-In- gnature.)
Conta	ct name, address, telephone number and email address for notices to the Surety
(Contact N	lame)
(Street Ad	dress)
(City, State	e & Zip Code)
() Telephone	
(Email add	iress)

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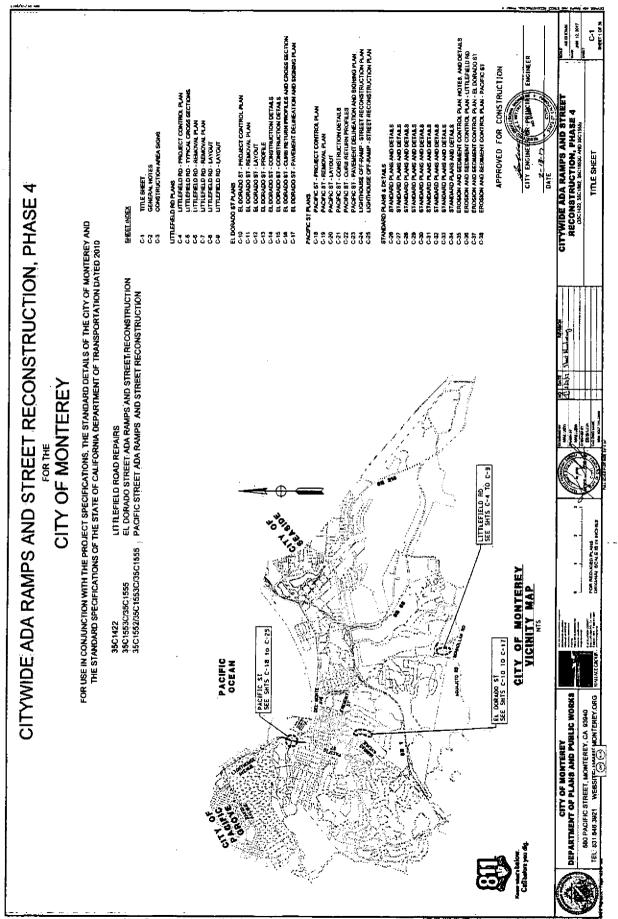


CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

l,	the	of
	(Name)	(Title)
		, declare, state and certify that:
	(Contractor Name)	
1. la	m aware that Callfornia Labor Code § 370	00(a) and (b) provides:
	very employer except the state shall secu following ways:	ure the payment of compensation in one or more of
C.	By being insured against liability to pa compensation insurance in this state.	ay compensation in one or more insurers duly authorized to write
d.	individual employer, or one employer in	strial Relations a certificate of consent to self-insure either as an n a group of employers, which may be given upon furnishing proo Relations of ability to self-insure and to pay any compensation that
		53.
liai	m aware that the provisions of California bility for workers' compensation or to unde	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code e commencing the performance of this Contract.
liai	m aware that the provisions of California bility for workers' compensation or to unde	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before (Contractor Name)	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai an	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai an	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before (Contractor Name)	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai an	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before (Contractor Name)	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
liai an	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before (Contractor Name)	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code
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liai an	m aware that the provisions of California bility for workers' compensation or to under d I will comply with such provisions before (Contractor Name)	a Labor Code §3700 require every employer to be insured agains lertake self-insurance in accordance with the provisions of that code

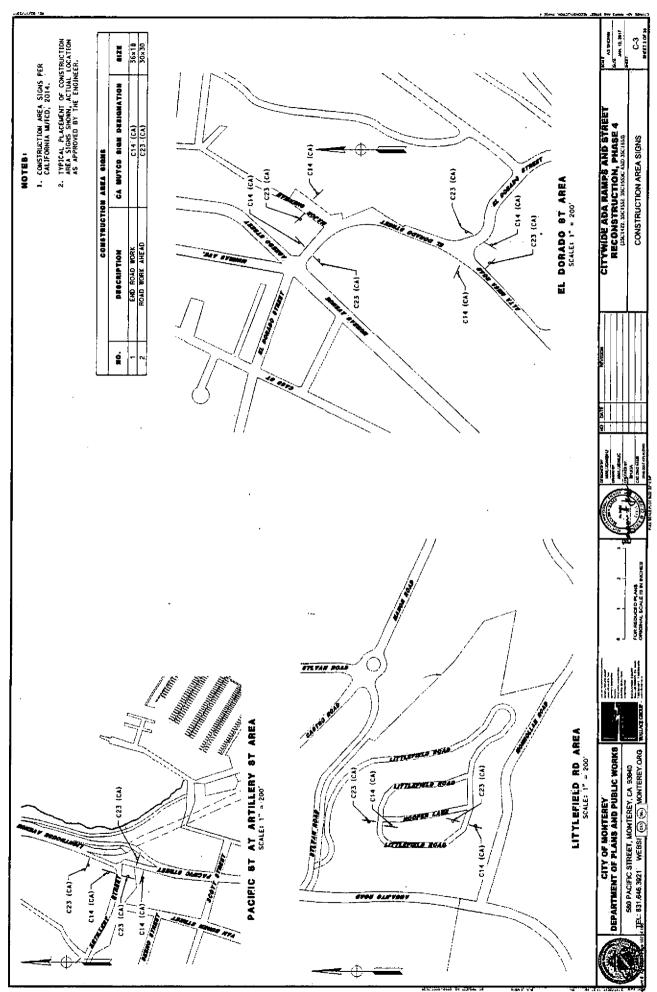


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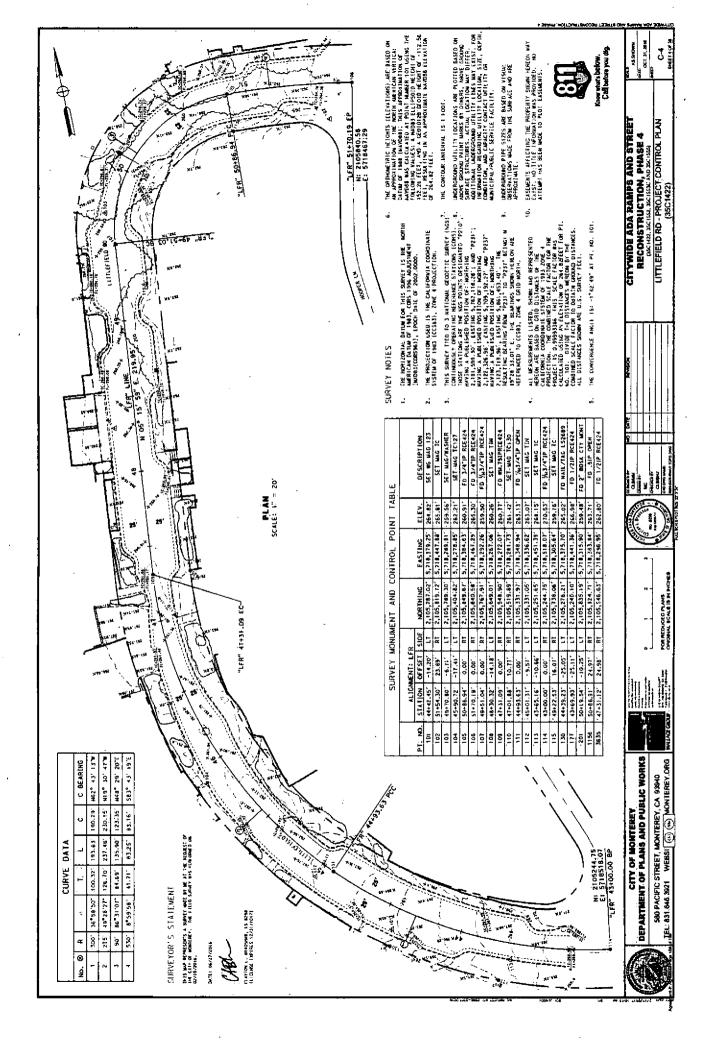
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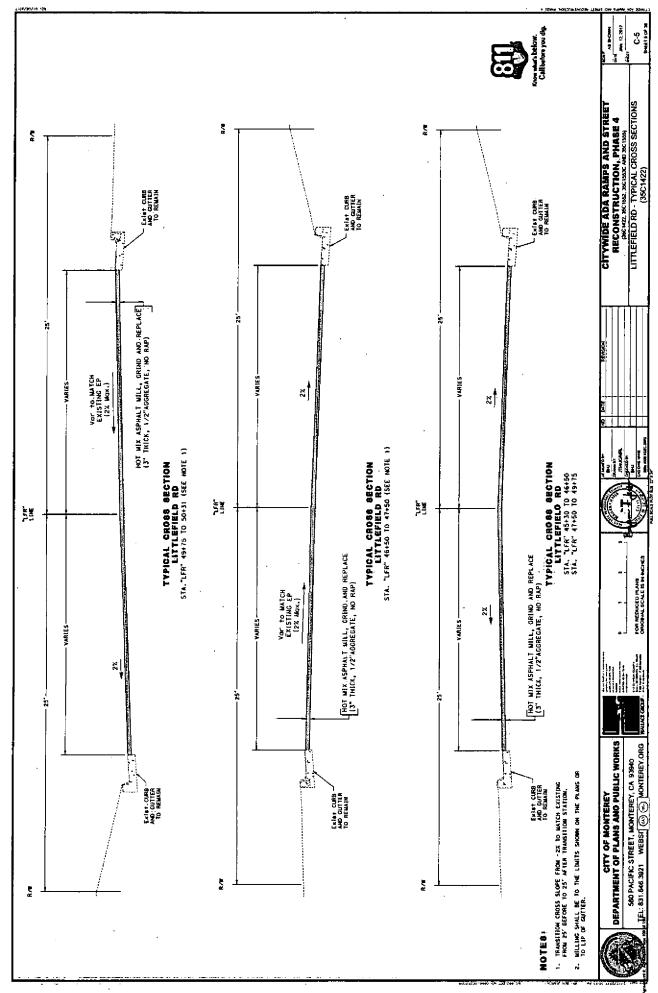
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1. ALL WORK-SMALL BE FERGAGED IN ACCORPANE WITH ACTIVENTS STANDARD FLANS SPECIFICATIONS ONTO 2010, INCLUDING: ALL REVISIONS AND ANKINGWIS, ING LATEST EDITION TO THOSE AS WELL AS-OF THE CITY OF WOHTEREY (CITY)	19. THE CONTRACTOR SHALL PROTECT EXISTING SURVEY MOMMENTS, IF CONTRACTOR OPERATIONS DAVIDE THEY MANABULS THE CONTRACTOR SHALL REPLACE THEM IN PLACE AND ADDITIONAL DAVID THE CONTRACTOR SHALL REPLACE THEM		0
ANADARD DE IALLA, SECULICATIONS AND THE PROJECT SECURAL FOUNDATIONS. The Contraction shall prosess the Class of Classes of License as SPECIFICIA THE "MATLER OF CONTRACTORS".	ZDLEATIBLE TOPOGLAMMY SHOME IS BASED ON FEBRUARY 2015 FIELD SLAVEY BY WALLAGE GROOGLAMMY SHOME IS BASED ON FEBRUARY 2015 FIELD SLAVEY BY	AB AGGREGATE DASE AC ASPANET CONCRETE AC ASSETCA SAME TO PER-	O/C ON CENTER CO OUTSIDE DIAMETER CO OUTSIDE DIAMETER
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CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS			CITYWIDE ADA RAMPS AND STREET RAM AL PROM RECONSTRUCTION, PHASE 4 MAN 12401 ISCH22 ACISS2 AND SCISS5
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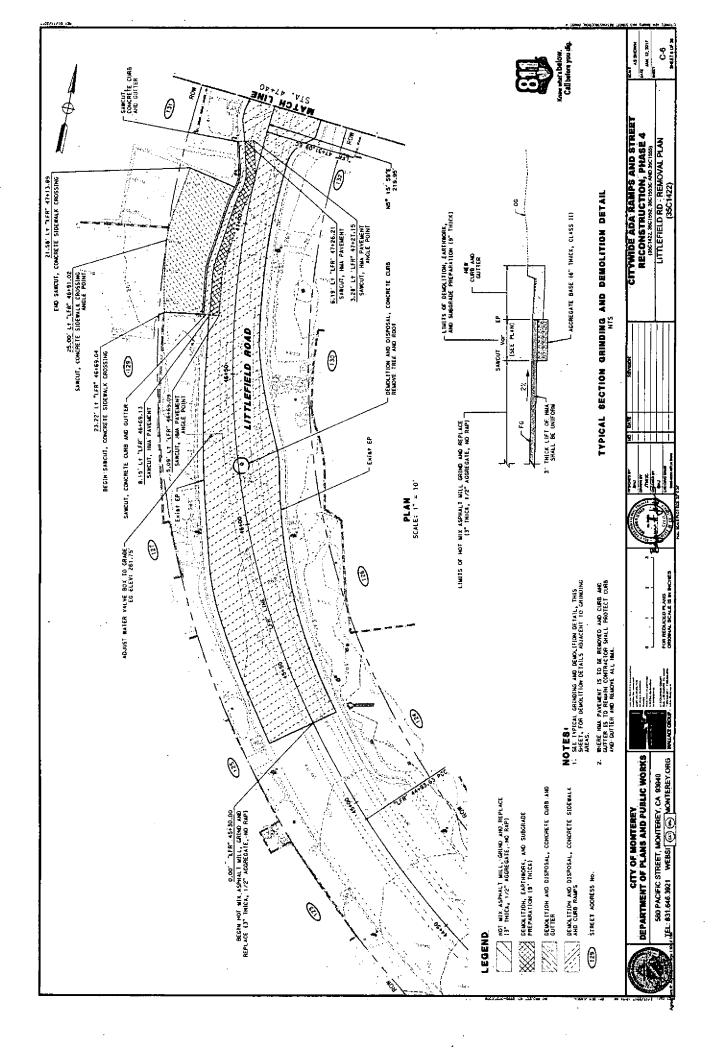


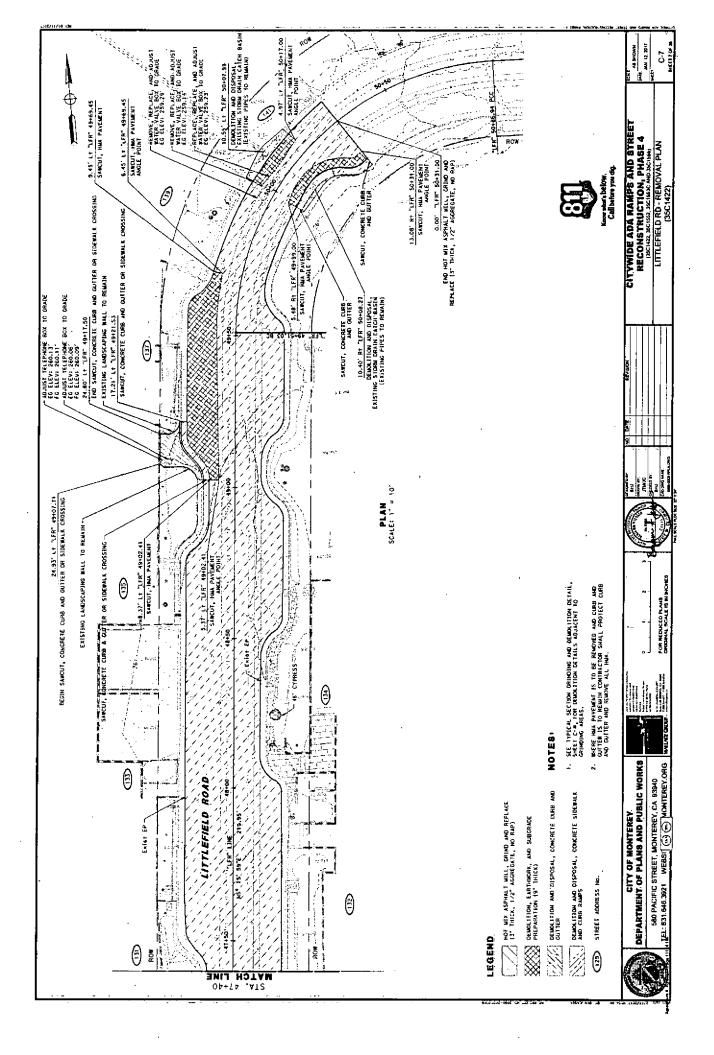
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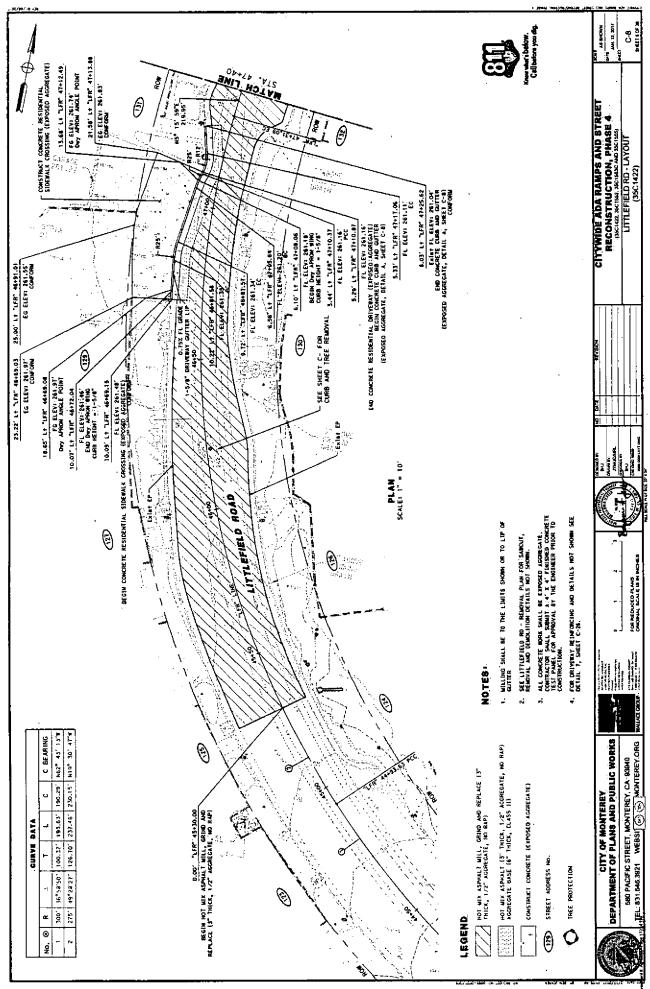
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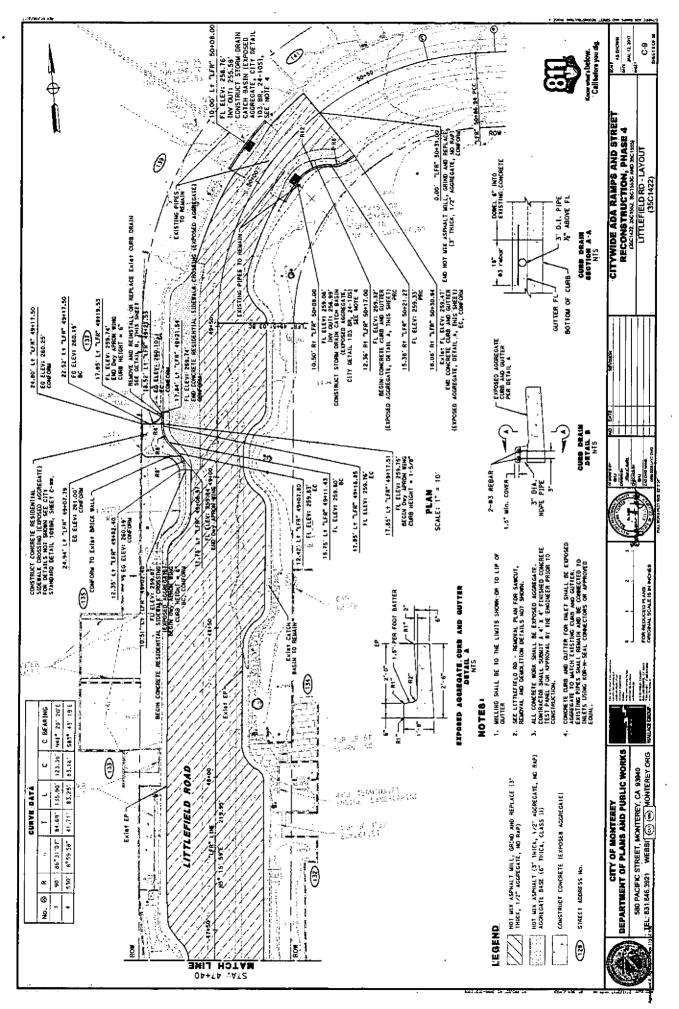




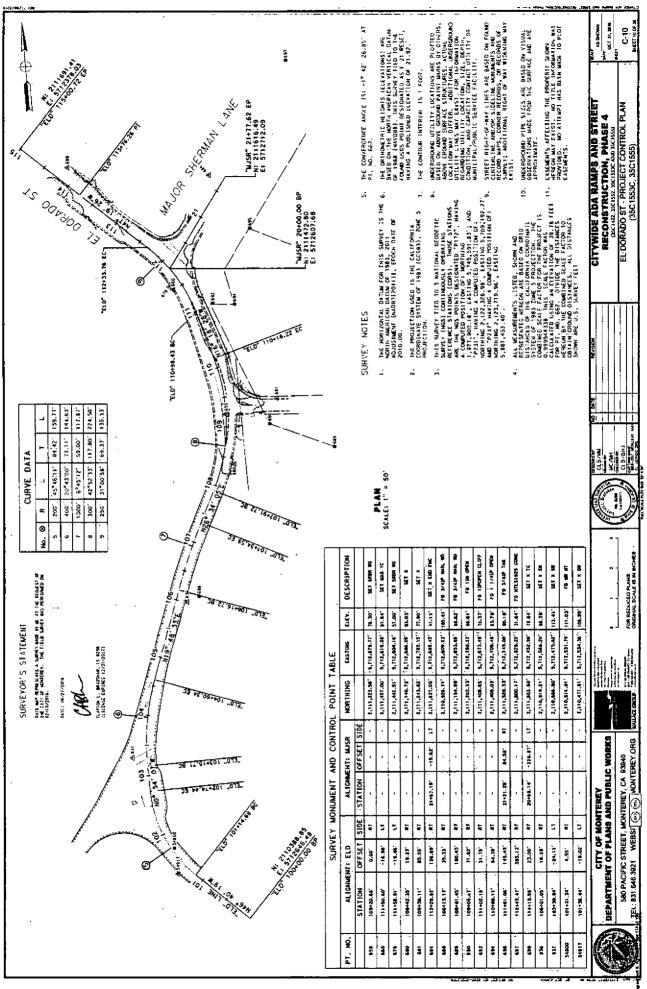


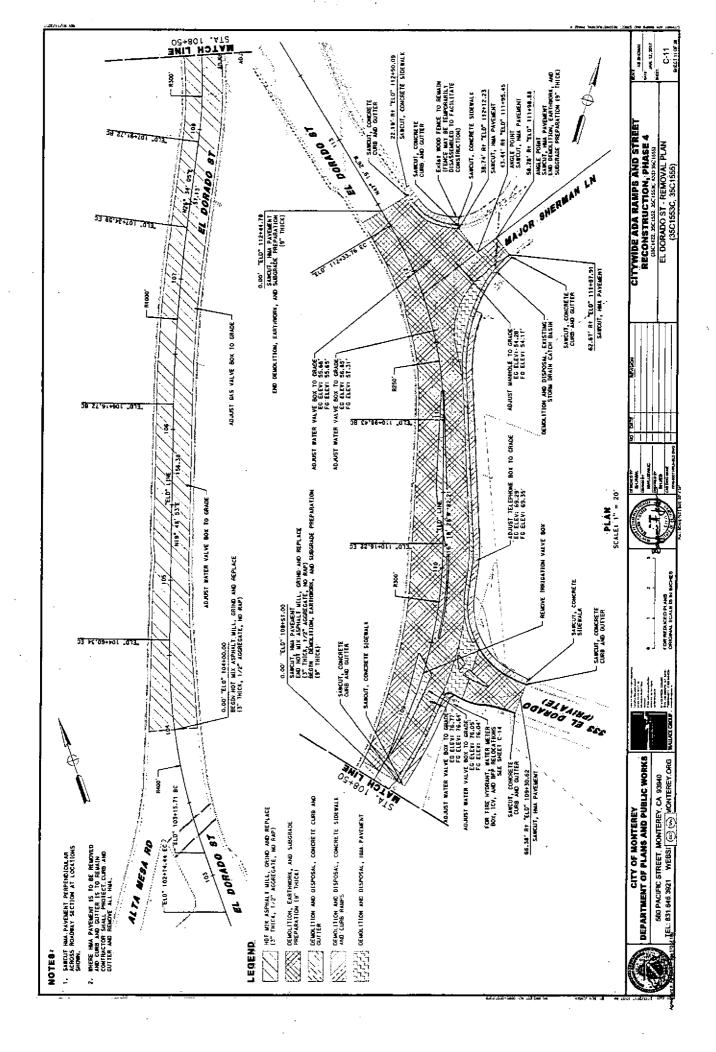


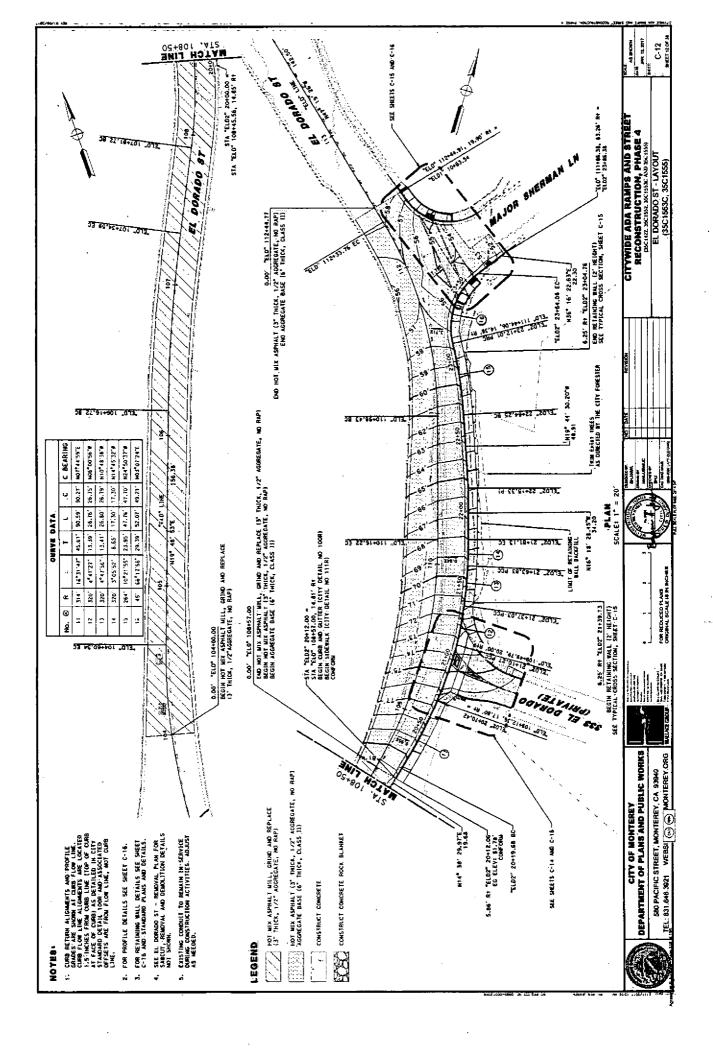
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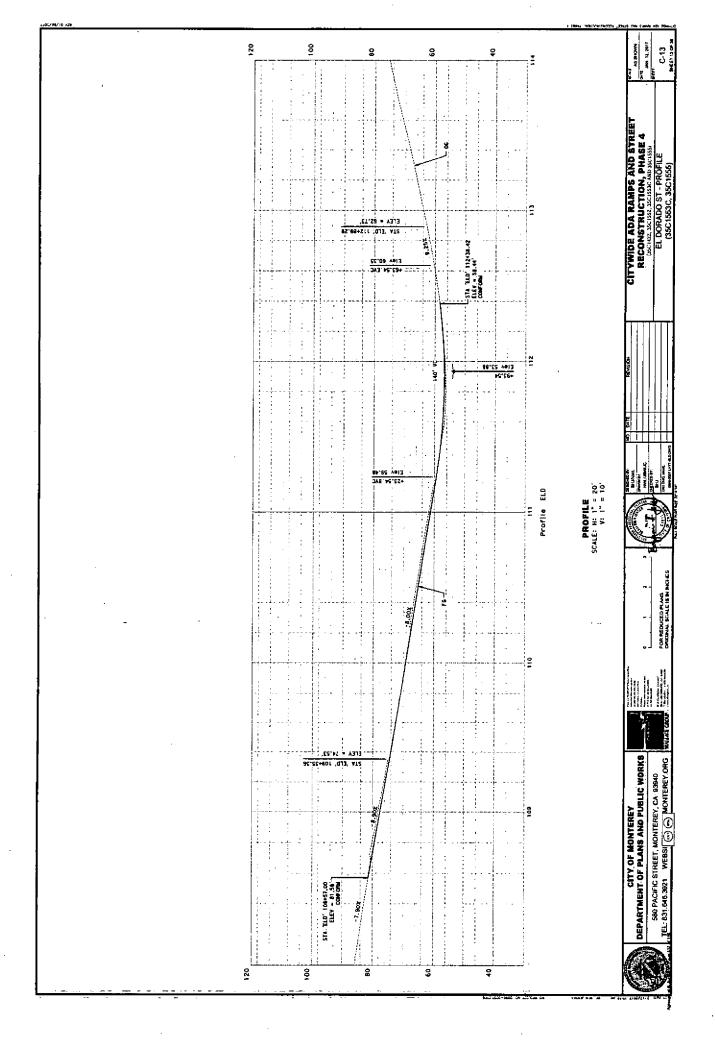


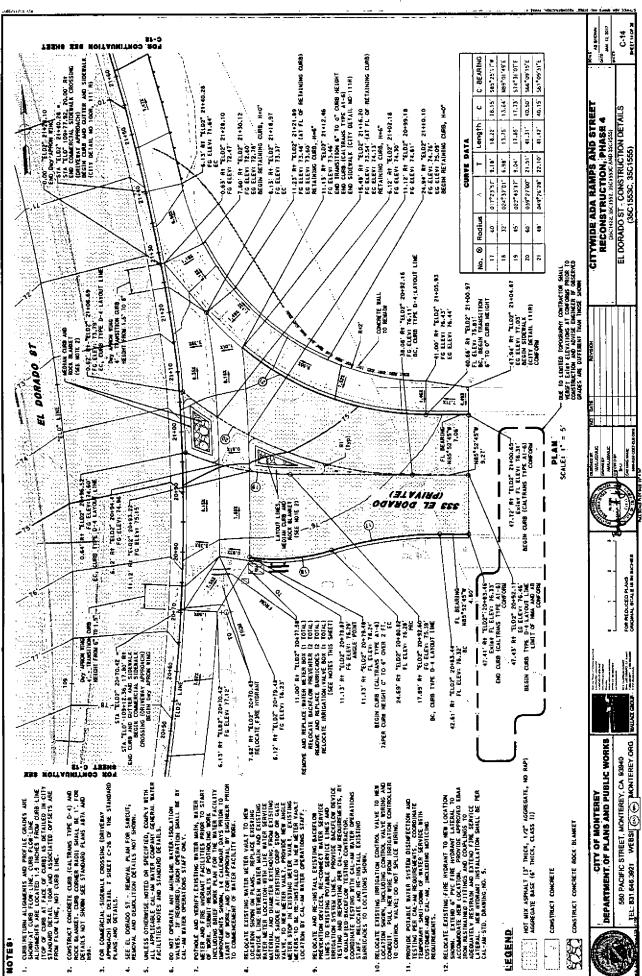
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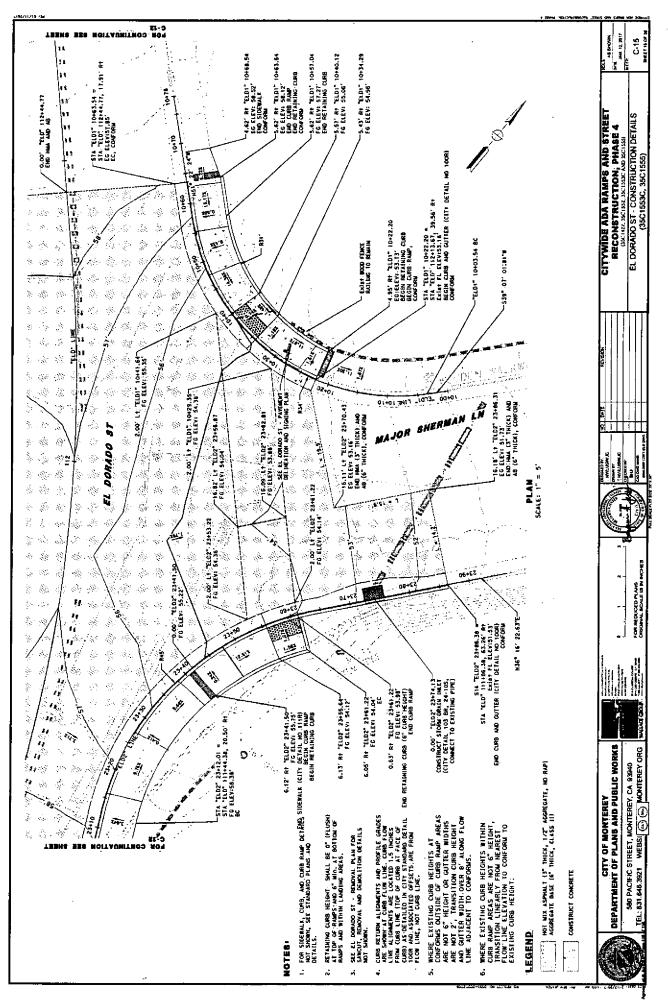


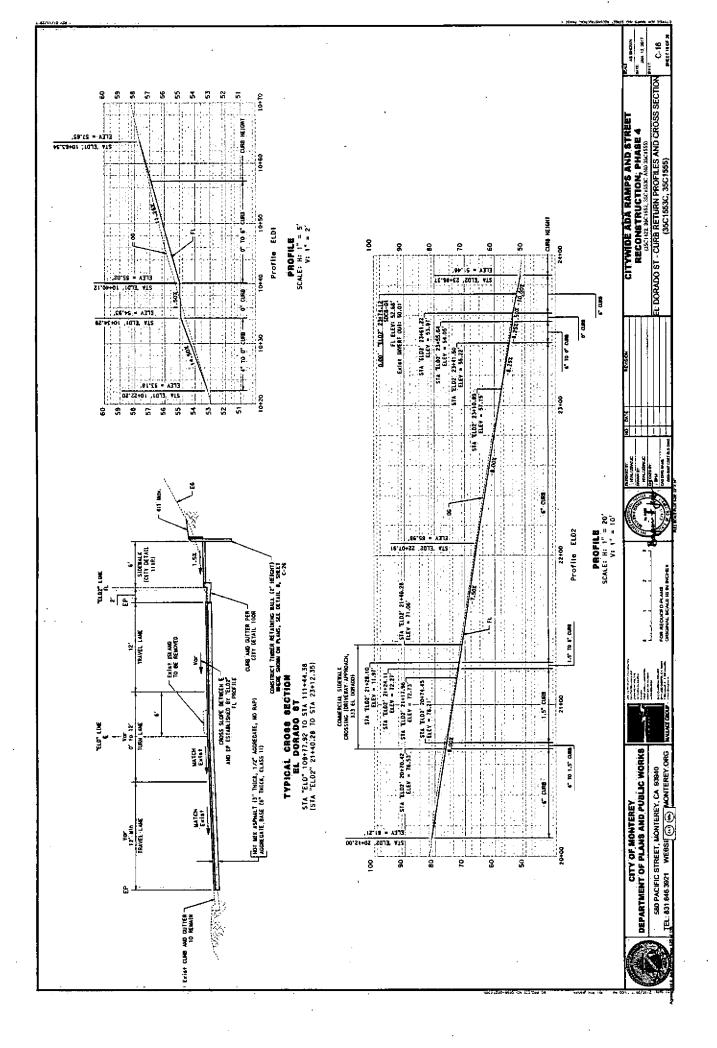


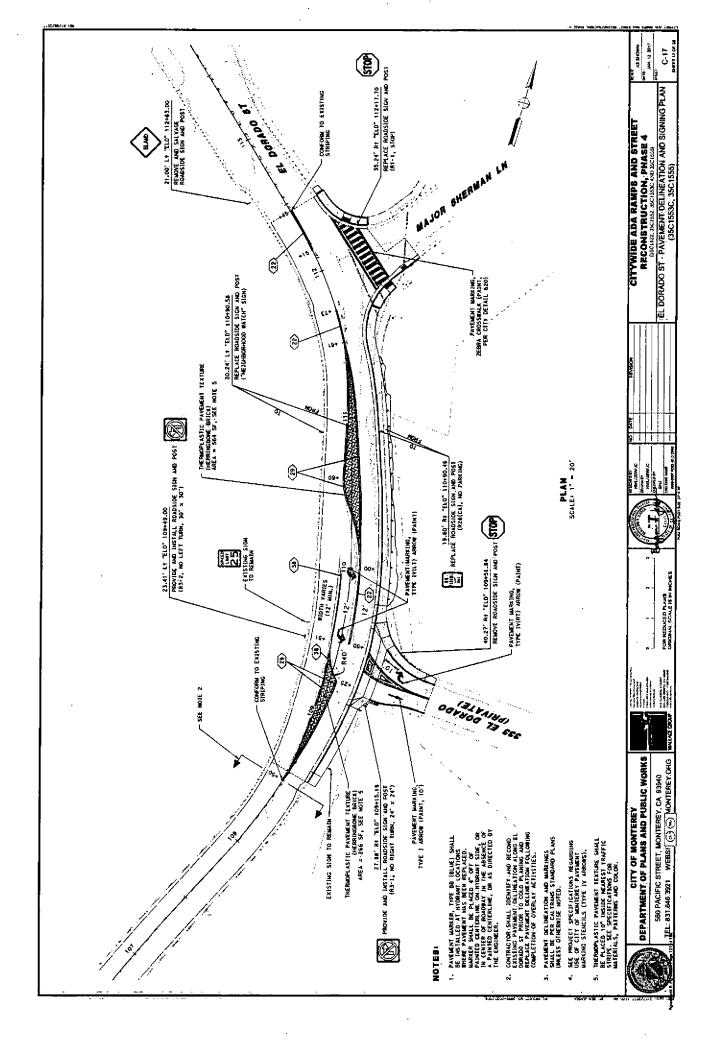


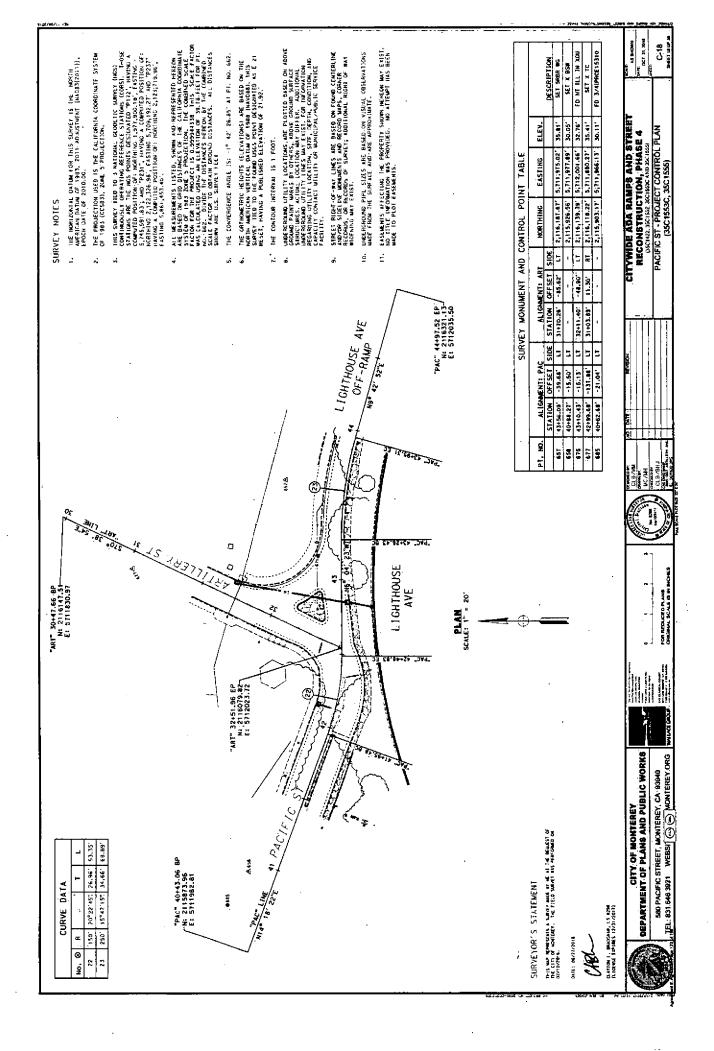


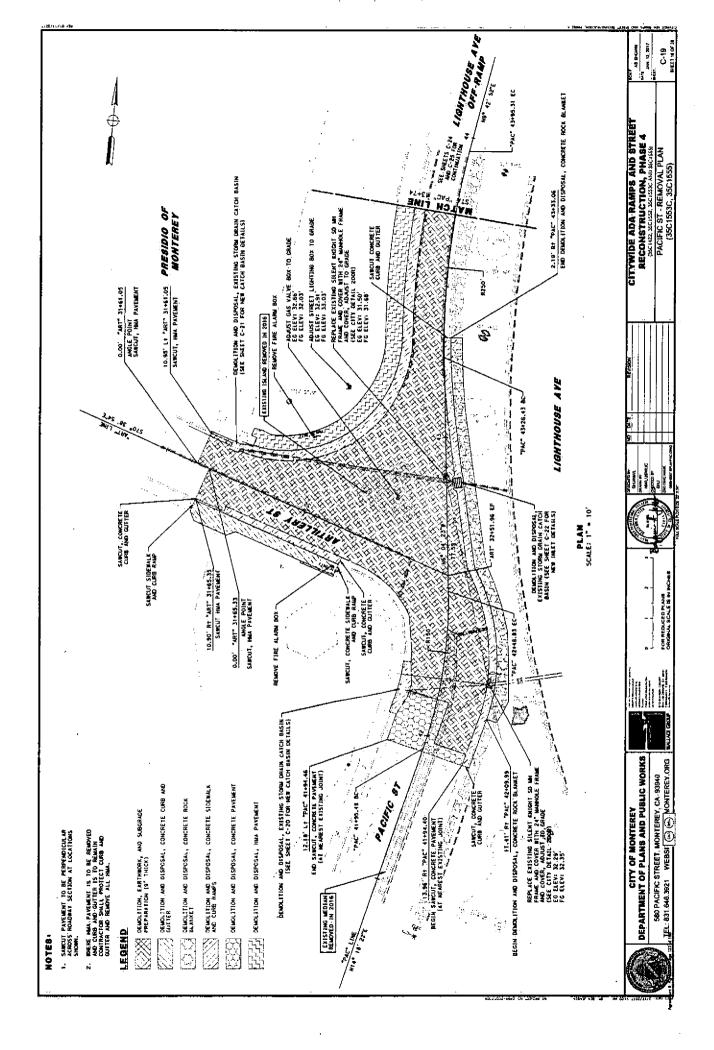


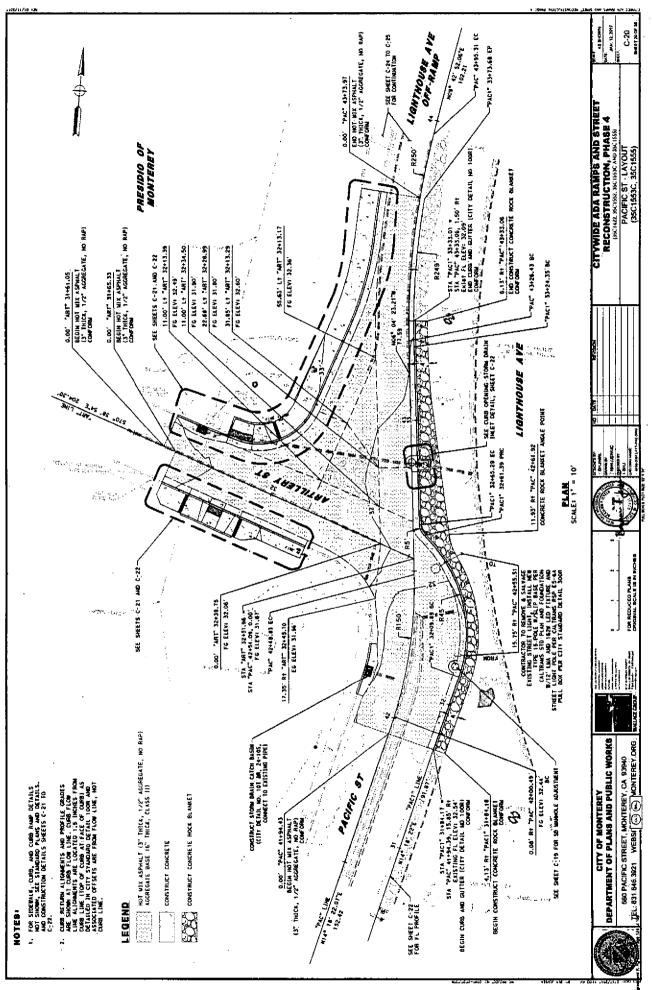


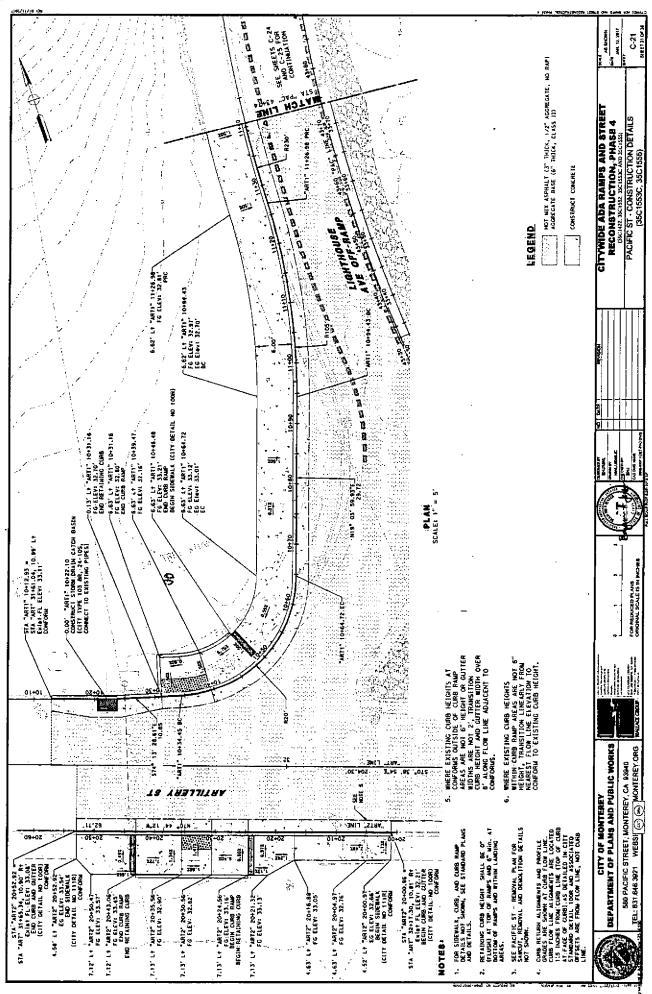


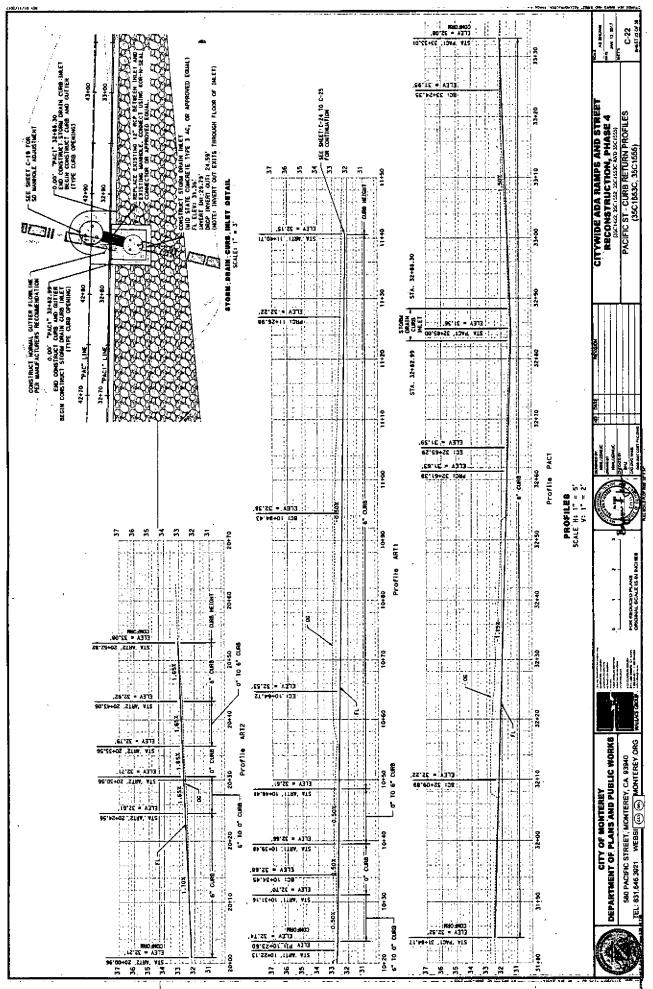


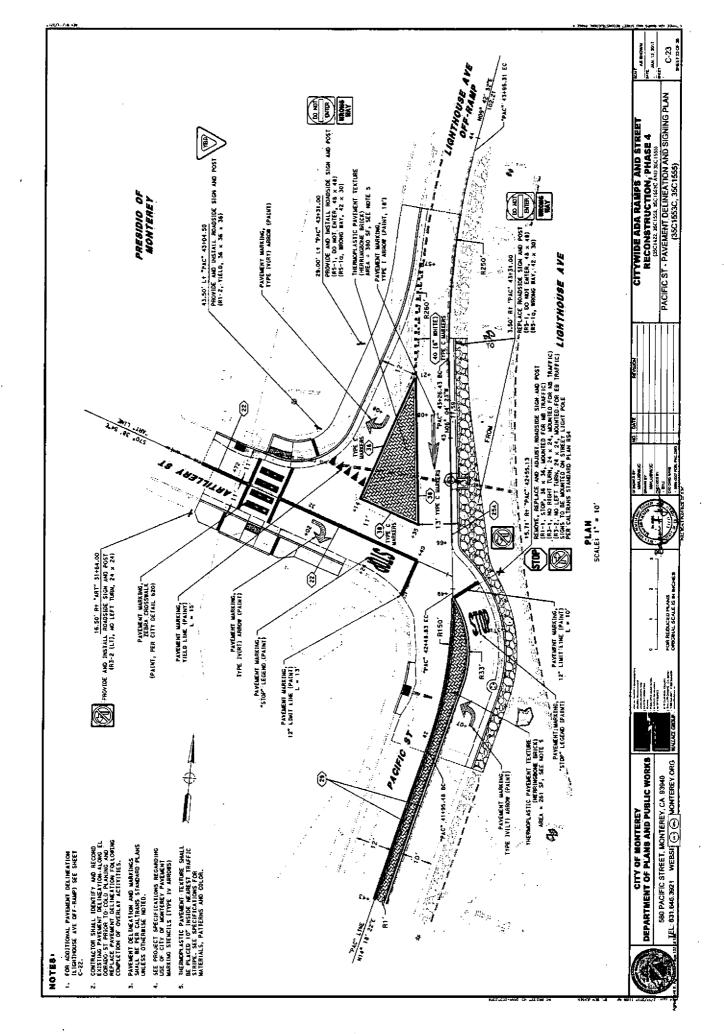


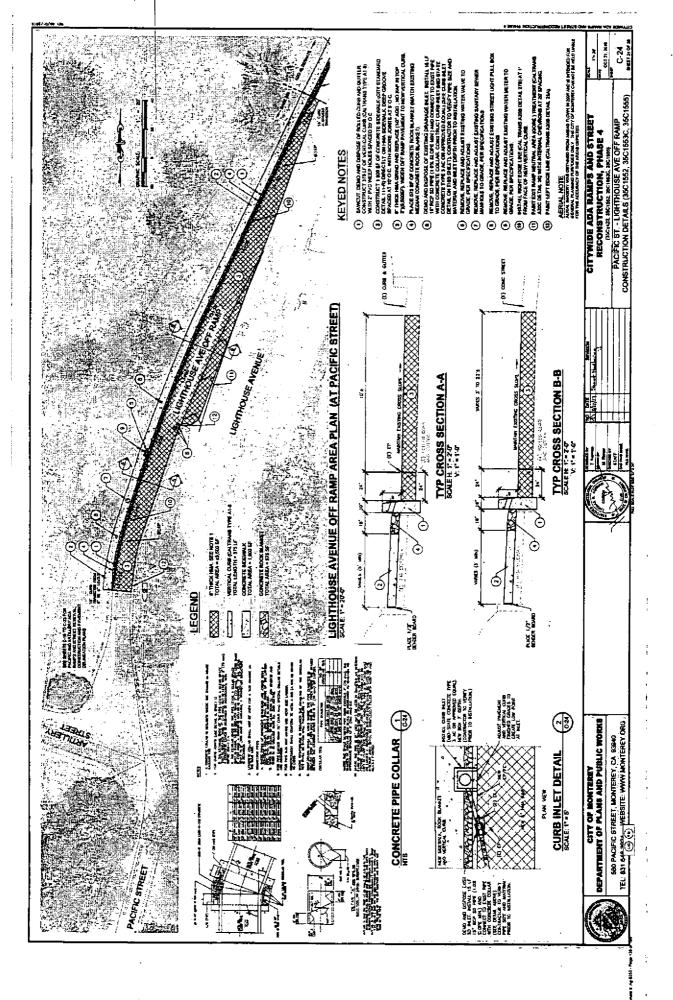


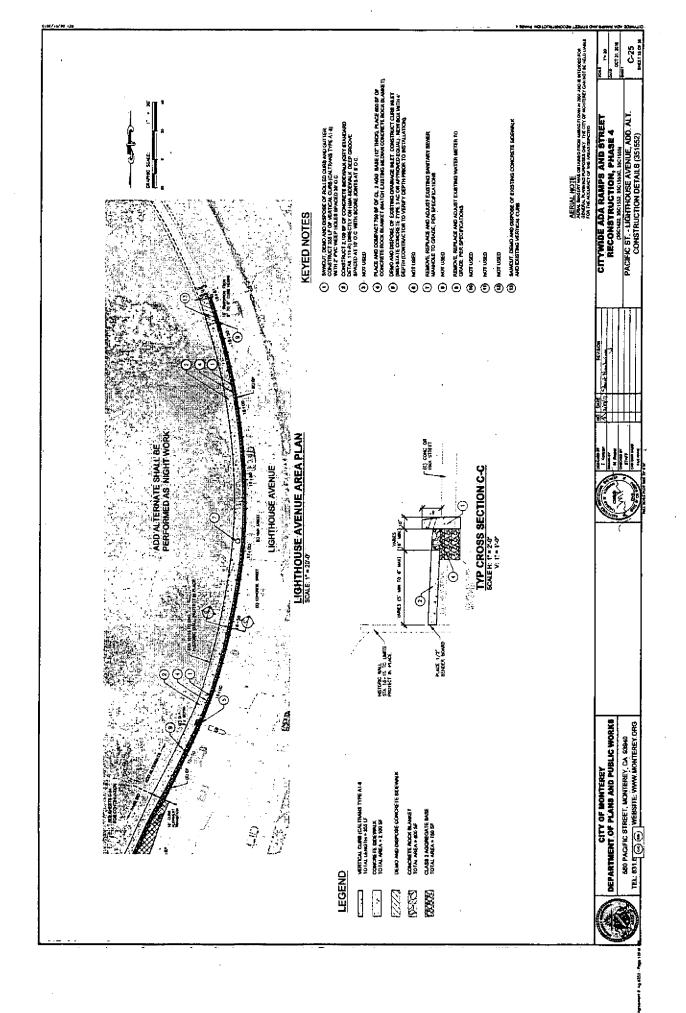


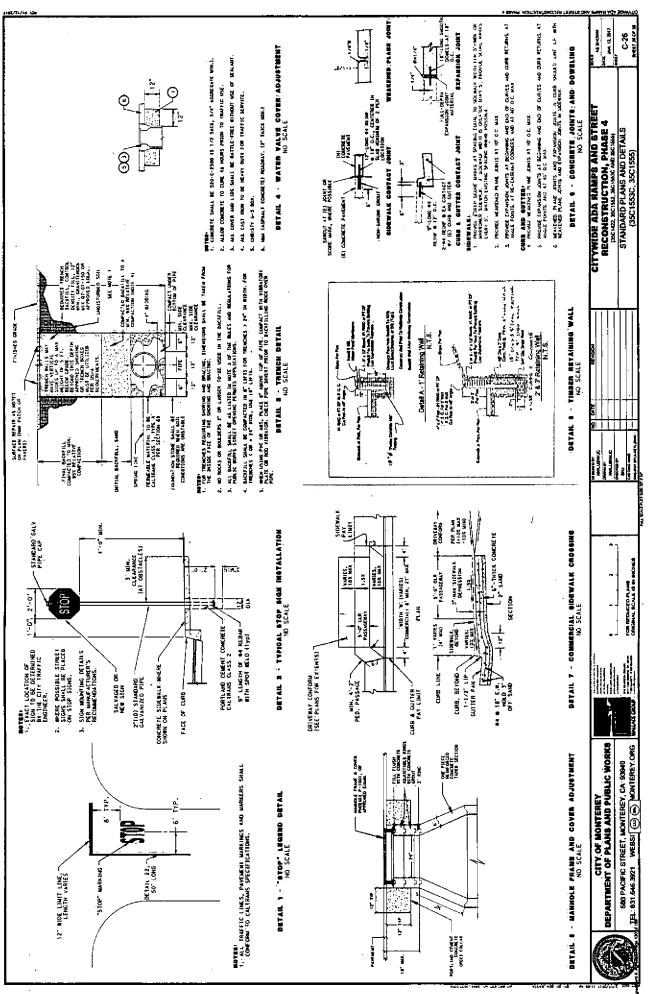


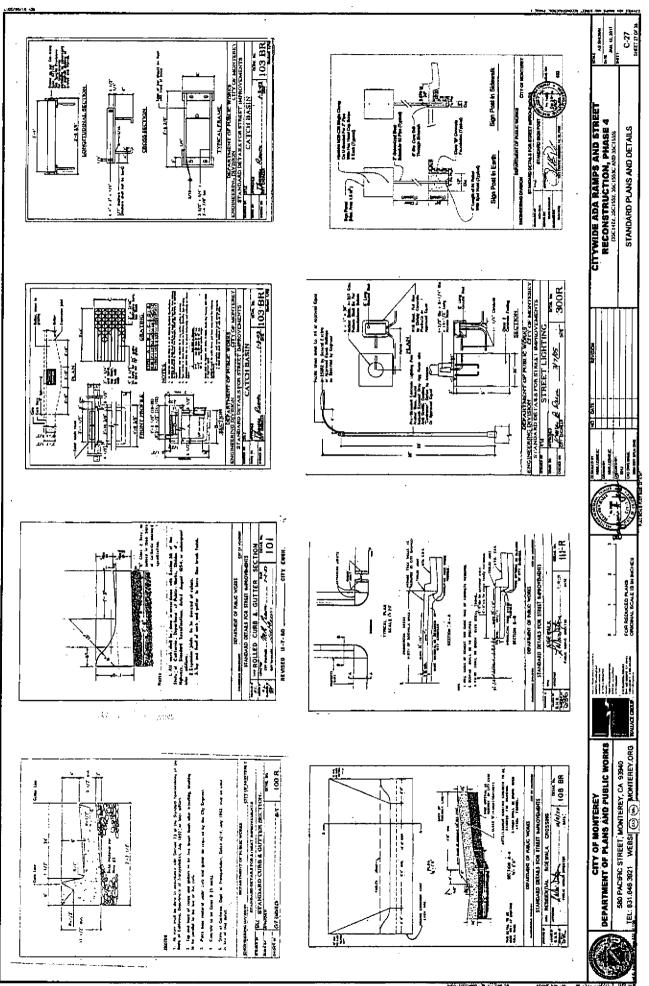


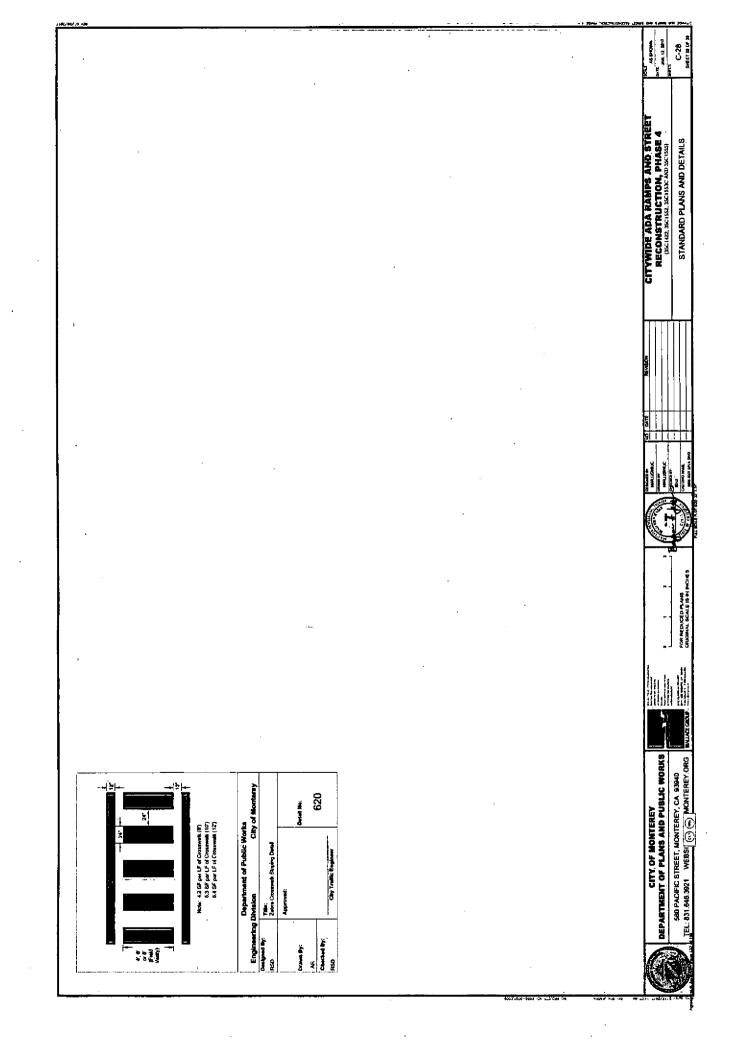


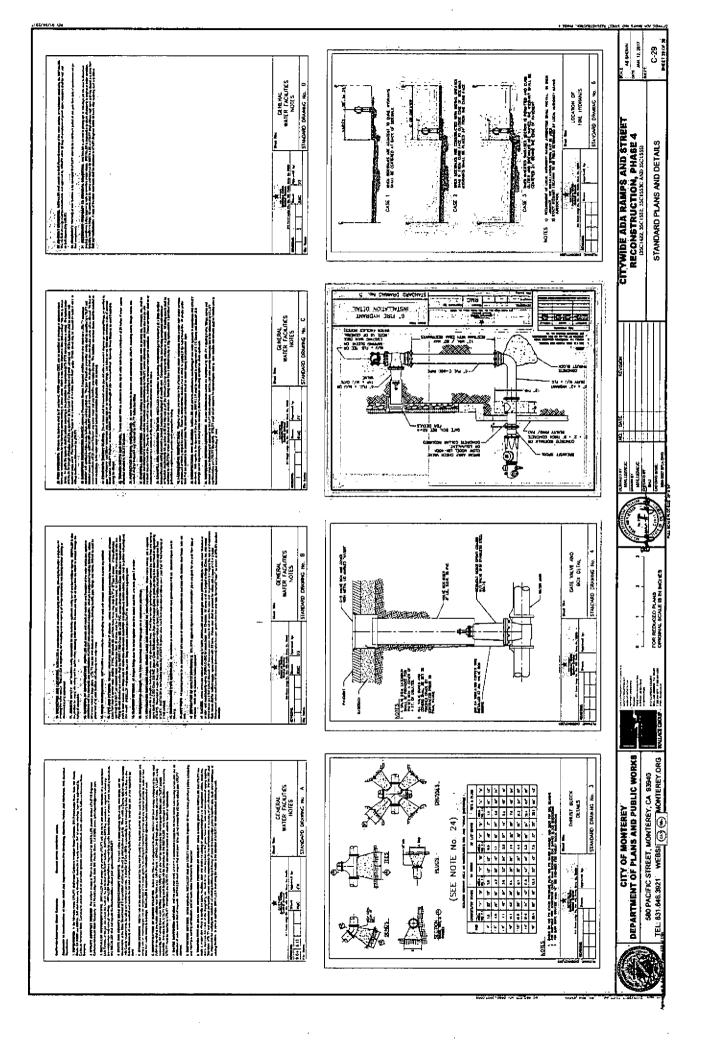




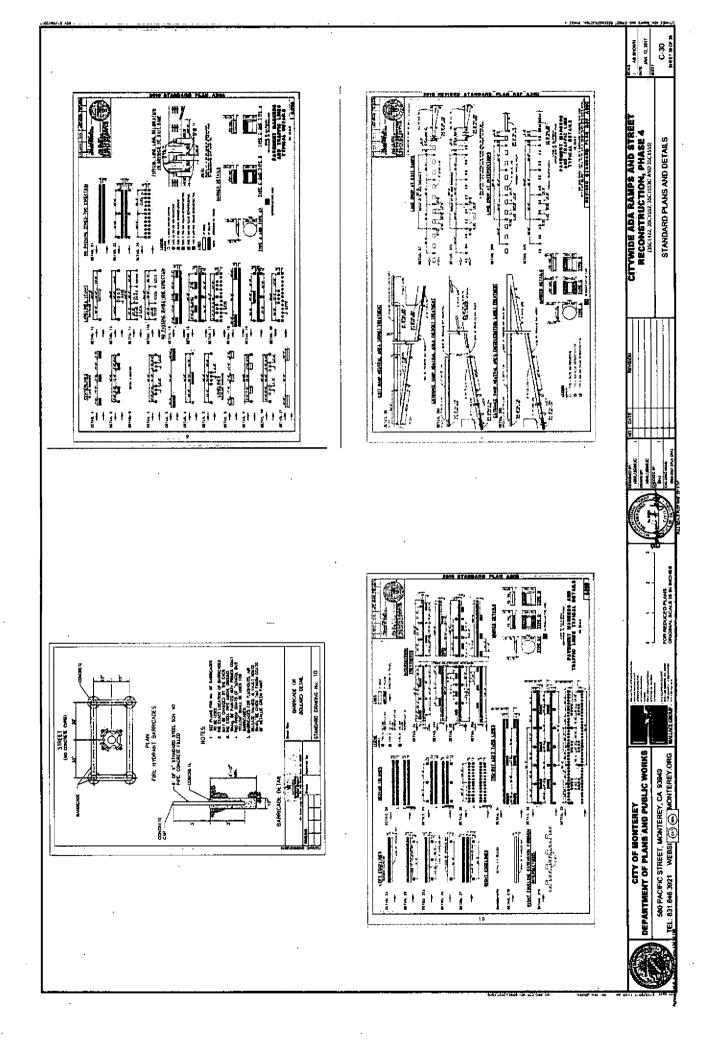


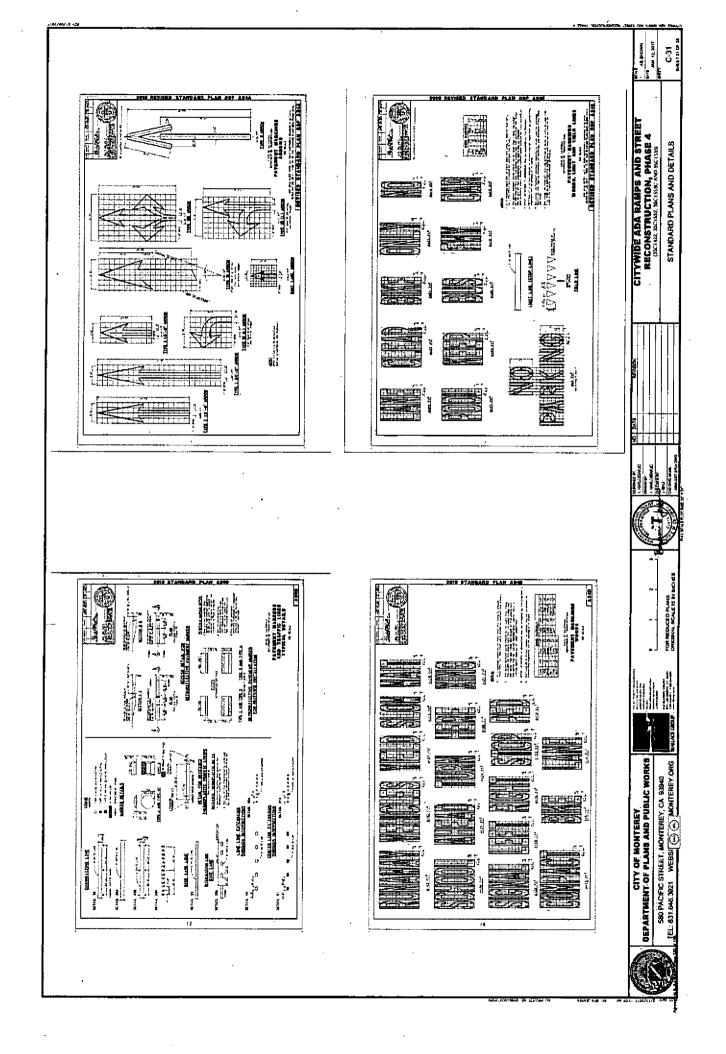


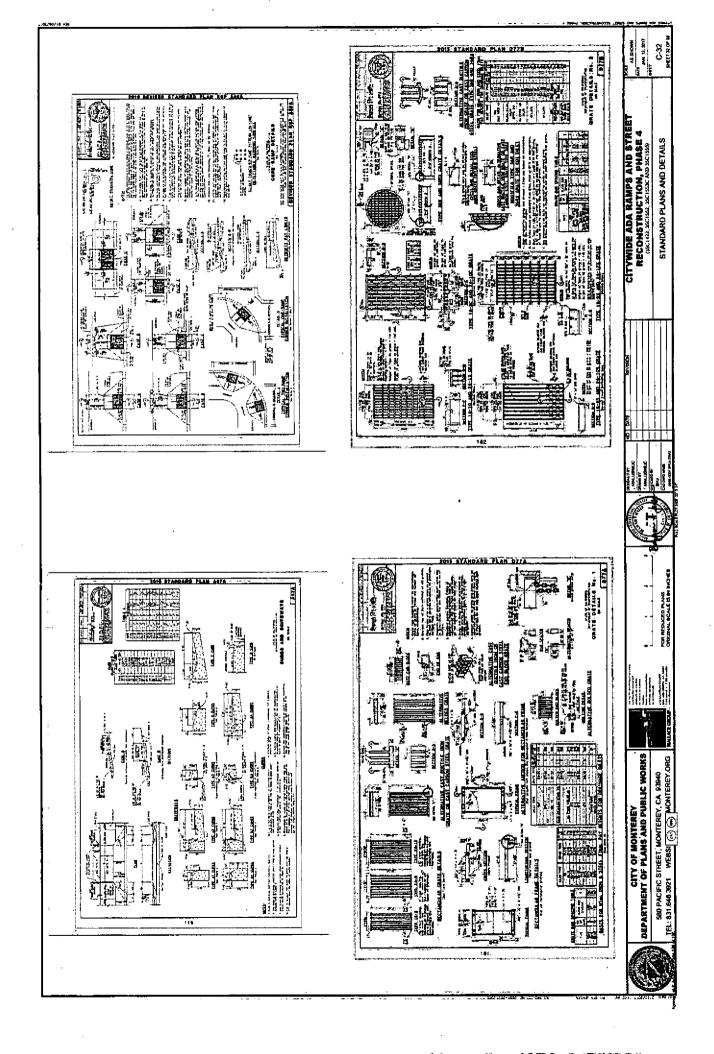


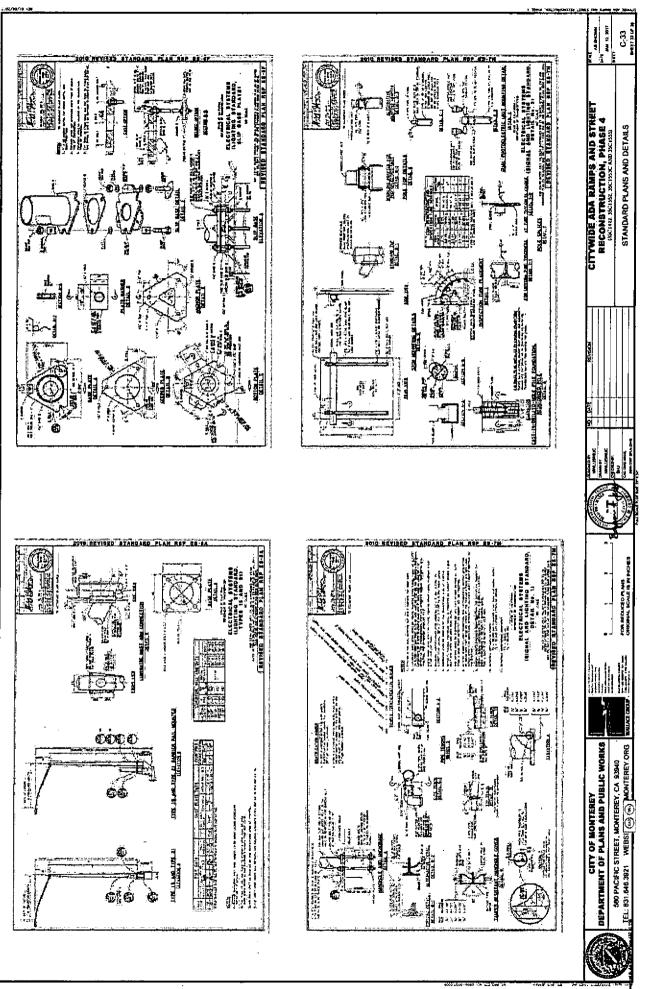


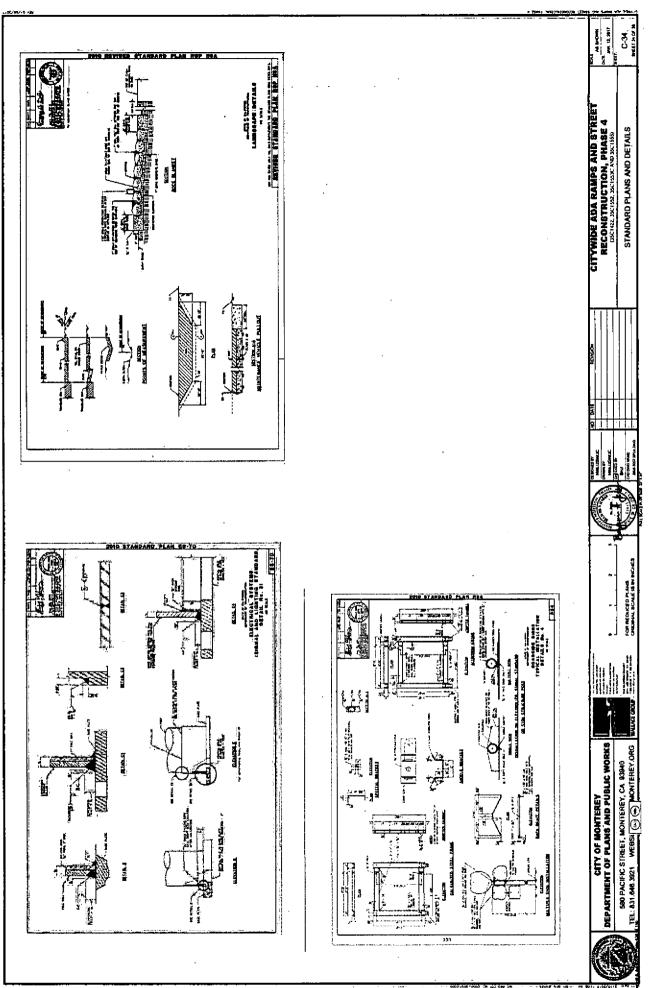
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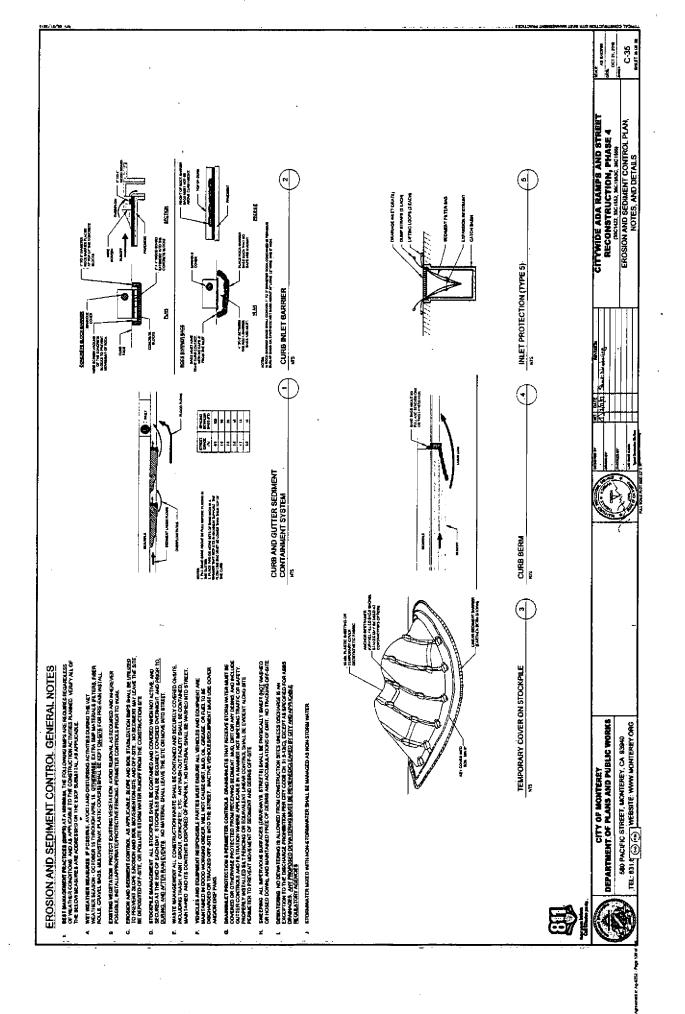




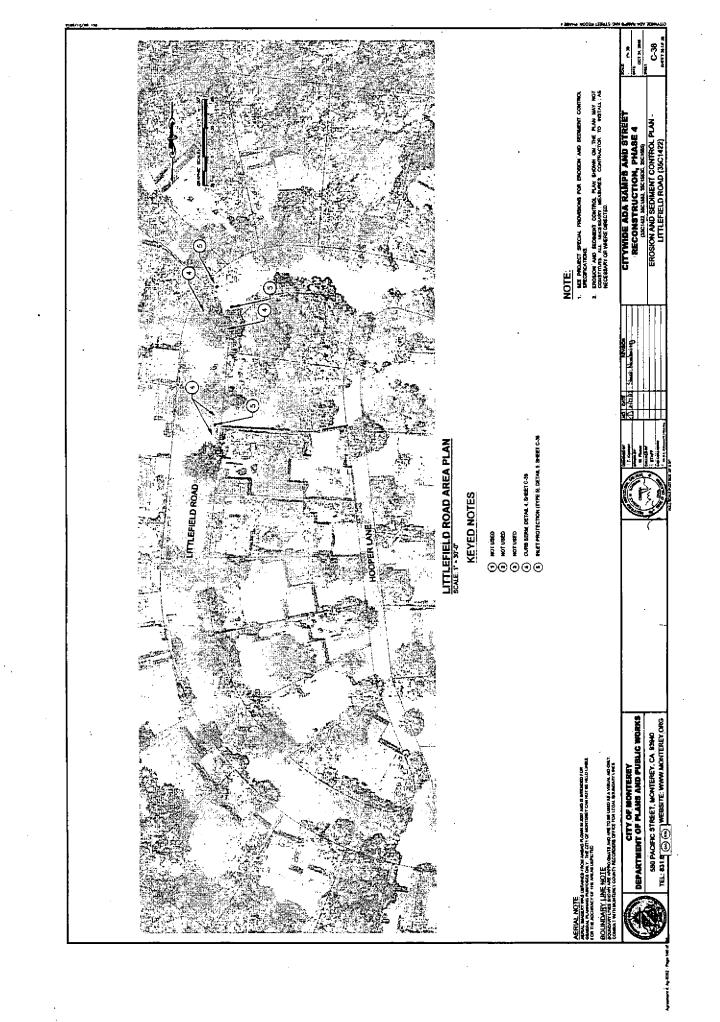


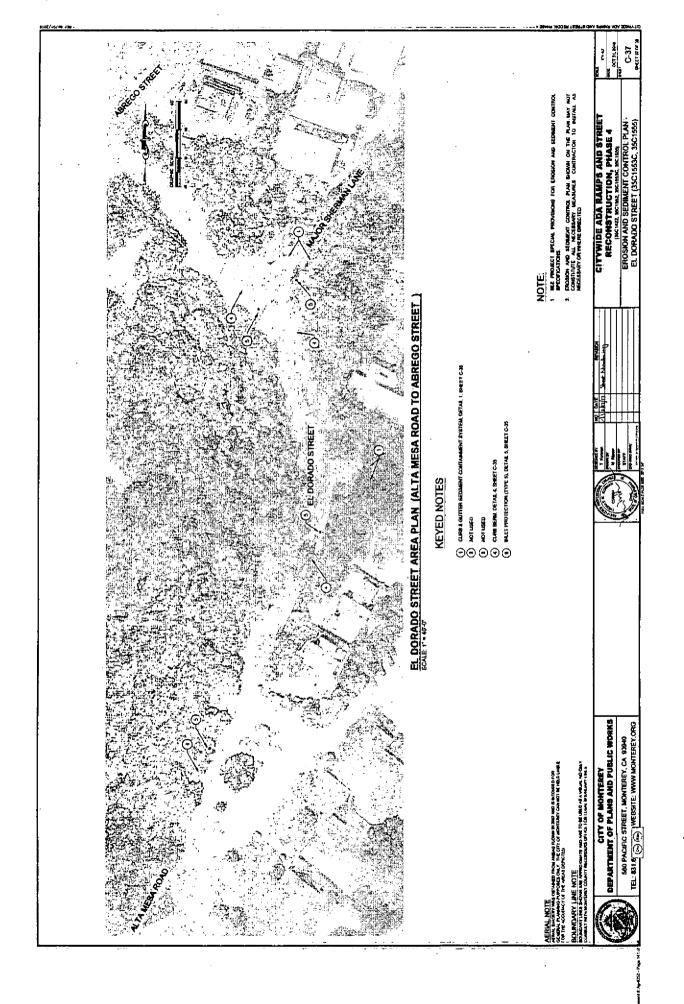


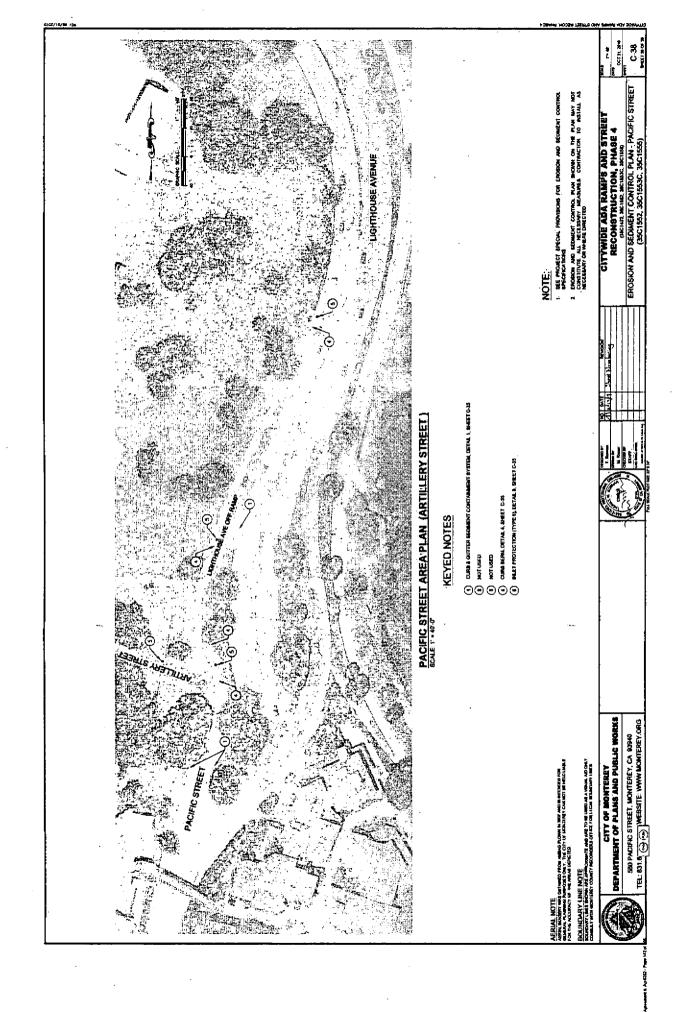




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March 8, 2017

To: All Plan Holders

Subject: Citywide ADA Ramps and Street Reconstruction, Phase 4 - ADDENDUM #2

Sent Via: Email/Web Posting

Acknowledge this addendum and all others in your bid in Appendix A, Page 7 of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

The specifications are amended as follows:

1. Part II. Page 9

Bid Item No. 36. – Add the following, "Material for truncated domes installation will be furnished by the City of Monterey.

 <u>APPENDIX A</u> Replace Appendix A in its entirety and replace with attached Appendix A – Addendum No..2

Clarifications - Bidder questions with responses as follows:

3. Question: If the Bid Alternate is awarded, will the number of contract days be increased?

Response: No, the contract time will remain at 75 working days.

4. Question: What are the work hours for the project?

Response: The work hours for the project will be 7:00 AM – 7:00 PM, Monday through Friday. No work on Saturday, Sunday, or City Holidays will be permitted, without prior approval.

5. Question: Must the detectable warning surfaces be installed as shown on the plans conforming to the curb ramp radii?

Response: No, installation of the detectable warning surfaces do not need to cut on the radii. The use of rectangular shapes is acceptable as long as the installation conforms to 2010 Caltrans Revised Standard Plan RSP A88A, dated July 3 2015.

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6. Question: The plans show a 1'-0" wide grooved border. Is the contractor required to install these?

Response: Yes, the contractor is required to install the grooved border as shown in the plans in conformance with the 2010 Caltrans Revised Standard Plan RSP A88A, dated March 2014. Please refer to Bid Item No. 36 - "Construct Concrete Curb Ramp". Payment for 12 inch wide grooved border is included in this bid item.

CITY HALL + MONTEREY + CALIFORNIA + 93940 + Web Site + http://www.monterey.org 831.646.3920 + FAX 831.646.3467

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All other conditions of the Specifications remain the same.

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm March 14, 2017. If you have any additional questions, please contact Thomas Korman at korman@monterey.org. All requests for Information must be received in writing by 5:00 pm on Friday, March 10, 2017.

Sincerely,

Thomas M. Korman, P.E.

Senior Engineer

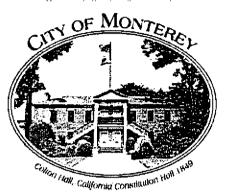
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APPENDIX A

BID PROPOSAL FORMS



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

Submit the following items unbound:

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

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

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

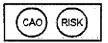
By:

Company Name

Signature

Date

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CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demolition	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Changeable Message Sign	75	DAYS		
6	Sawcut, HMA Pavement	1	LS		
7	Sawcut, Concrete Pavement	1	LS		
8	Sawcut, Concrete Curb and Gutter	1	LS		
9	Sawcut, Concrete Sidewalk, Sidewalk Crossing and Driveway	1	LS		
10	Demolition and Disposal, Concrete Curb and Gutter	1480	LF		
11	Demolition and Disposal, Concrete Rolled Curb and Gutter	375	LF		
12	Demolition and Disposal, Concrete Sidewalk, Sidewalk Crossing, Driveway and Curb Ramp	2,535	SF.		
13	Demolition and Disposal, Concrete Rock Blanket	505	SF		
14	Demolition and Disposal, Storm Drain Inlet	6	EA		
15	Demolition and Disposal, HMA Pavement	1,575	SF		
. 16	Demolition and Disposal, PCC Pavement	310	SF		
17	Demolition, Disposal, Earthwork and Subgrade Preparation (6" thick)	5,500	ŚF		
18	Demolition, Disposal, Earthwork and Subgrade Preparation (9" thick)	21,440	SF		
19	Aggregate Base (6" thick, Class 2)	21,440	SF		

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RISK CAO

CAO RISK

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
20	Hot Mix Asphalt Mill Grind and Replace (3" thick, 1/2" Aggregate, No RAP)	22,275	SF		
21	Hot Mix Asphalt (3" thick, 1/2" Aggregate, No RAP)	26,940	SF		<u>, , , , , , , , , , , , , , , , , </u>
22	Hot Mix Asphalt (3" thick, 3/4" Aggregate)	5,500	SF		
23	Construct Storm Drain Catch Basin (City Detail No. 103BR, 24-10S)	3	EA		
24	Construct Storm Drain Catch Basin, Exposed Aggregate (City Detail No. 103BR, 24-10S)	2	EA		
25	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC)	2	EA		
26	Construct Storm Drain Pipe, 15" RCP	15	LF		
27	Construct Concrete Pipe Collar	1	EA		
28	Construct Concrete Curb (Caltrans Type A1-6)	80	LF		
29	Construct Concrete Curb (Caltrans Type A1-8)	375	LF		
30	Construct Concrete Curb (Caltrans Type D-4)	60	LF		· <u>· · · · · · · · · · · · · · · · · · </u>
31	Construct Concrete Curb and Gutter (City Detail No. 100R)	540	LF		
32	Construct Concrete Curb and Gutter, Exposed Aggregate (Detail A)	30	LF	· · · · · · · · · · · · · · · · · · ·	
33	Construct Concrete Sidewalk (City Detail No. 111R)	4,210	SF		
34	Construct Concrete Residential Sidewalk Crossing, Exposed Aggregate (City Detail 108R)	1,075	SF		
35	Construct Concrete Commercial Sidewalk Crossing (Detail 7/C-26)	830	SF		
36	Construct Concrete Curb Ramp	865	SF		<u></u>
37	Construct Concrete Rock Blanket	1,275	SF		
38	Construct Retaining Wall (2' High)	170	LF		
39	Remove Tree and Root	1	ĖA		
40	Adjust Manhole to Grade	2	EA		
41	Remove, Replace, and Adjust Manhole to Grade, Silent Knight	3	EA		· · · · · · · · · · · · · · · · · · ·
42	Adjust Gas Valve Box to Grade	2	EA		
43	Adjust Telephone Box to Grade	1	EA		
44	Remove, Replace and Adjust Water Meter Box to Grade	2	EA		
45	Remove, Replace and Adjust Water Valve Box to Grade	11	EA		
46	Remove, Replace and Adjust Street Lighting Box to Grade	3	EA		
47	Relocate Irrigation Valve Box	2	EA		· .

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ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
48	Relocate Backflow Preventer	2	EA		
49	Relocate Fire Hydrant	1	EA		· · · · · · · · · · · · · · · · · · ·
50	Remove and Replace Bollard	2	EA		
51	Provide and Install Light Standard	1	LS		
52	Remove Fire Alarm Box	2	EA		
53	Remove and Replace Roadside Sign	7	ĒA		
54	Provide and Install Roadside Sign	5	EA		
55	Remove Traffic Stripes, Pavement Markings and Pavement Markers	1	LS	X /	
56	Traffic Stripe, Detail 22 (Thermoplastic)	621	LF		
57	Traffic Stripe, Detail 25A (Thermoplastic)	328	ĻF		
58	Traffic Stripe, Detail 27B (Thermoplastic)	375	LF	· · · · · · · · · · · · · · · · · · ·	
59	Traffic Stripe, Detail 29 (Thermoplastic)	690	ĹF		•
60	Traffic Stripe, Detail 36 (Thermoplastic)	140	LF		
61	Traffic Stripe, Detail 38 (Thermoplastic)	193	LF		
62	Traffic Stripe, Detail 40 (8" White, Thermoplastic t)	38	LF		
63	Pavement Marking, Zebra Crosswalk (Paint)	419	SF		
64	Pavement Marking, "STOP" Legend (Paint)	44	SF		
65	Pavement Marking, 12" Limit Line (Paint)	23	SF		· · ·
66	Pavement Marking, Yield Line (Paint)	16	SF	· · · · ·	
67	Pavement Marking, Type I Arrow (Paint)	40	SF		
68	Pavement Marking, Type IV Arrow (Paint)	90	SF		
69	Preformed Pavement Markings, Herringbone (Thermoplastic)	1,470	SF		
70	Pavement Marker, Type BB (Blue Retroreflective)	1	EA	· · · · · · · · · · · · · · · · · · ·	-
71	Record Drawings	1	LS		
	TOTAL BASE BID (ITEMS 1 THROUGH 71) (In W	/ords)			(In Figures) \$

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ADDITIVE ALTERNATIVE BID

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
72	Traffic Control	1	LS		
73	Demolition and Disposal, Rolled Concrete Curb and Gutter (Night Work)	355	LF		
74	Demolition and Disposal, Storm Drain Inlet (Night Work)	100	SF		
75	Aggregate Base (12" thick, Class 2)	750	SF		
76	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC, Night Work)	1	EA		
77	Construct Concrete Curb (Caltrans Type A1-8, Night Work)	355	LF		
78	Construct Concrete Sidewalk (City Detail No. 111R, Night Work)	2085	SF	· · · · · · · · · · · · · · · · · · ·	
7 9	Construct Concrete Rock Blanket (Night Work)	600	SF	· ·	
80	Adjust Manhole to Grade (Night Work)	1	EA		· · ·
81	Remove, Replace and Adjust Water Meter Box to Grade (Night Work)	2	EA	· ·	
1	TOTAL ADDITIVE ALTERNATE BID (ITEMS 72	ords)	(In Figures)		
			\$		

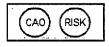
GRAND TOTAL BID

.

GRAND TOTAL BID (ITEMS 1 THROUGH 81) (In Words)	(In Figures)
	\$
· · · · · · · · · · · · · · · · · · ·	

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items1 through 81).



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DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

_ COUNTY, CALIFORNIA, ON _____, 201.___,

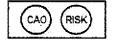
Name of Firm:	 			 	 			 	
Address:	-	 	 			 <u> </u>	<u>. </u>	 	<u> </u>
Telephone:			 	 				 	
Email:		 ••••	 		 			 	

(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



Agreement #: Ag-6252 - Page 150 of 196

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				
l					
2					
3					
4					
5					
6					
6					

CAO (RISK)

Agreement #: Ag-6252 - Page 151 of 196

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
			·	
			· .	<u>_</u>

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
		· · ·		
		<u>.</u>		

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ______ of ______, the party making the foregoing bid.

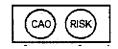
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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



Agreement #: Ag-6252 - Page 154 of 196

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 junsdiction 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.

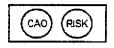
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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 _______ [city], ______ County, California.

Signature

Printed Name and Title



Agreement #: Ag-6252 - Page 155 of 196

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

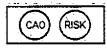
I, _____, a licensed contractor, or responsible managing officer, of the company known as ______, do hereby certify,

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

Signature

Printed Name and Title

Date



Agreement #: Ag-6252 - Page 156 of 196

BID BOND (To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1552, 35C1553C, 35C1555)

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

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

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

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

[CONTINUED NEXT PAGE]

CAO RISK

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

(Bidder/Principal Name)
Ву:
(Signature)
(Typed or Printed Name)
Títle:
(Attach Notary Public Acknowledgement of Principal's Signature)
(Surety Name)
Ву:
(Signature of Attorney-In-Fact for Surety)
(Typed or Printed Name of Attorney-In-Fact)
(Attach: (I) Attorney-In-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-In- Fact's Signature.)
Contact name, address, telephone number and email address for notices to the Surety
(Contact Name)
(Street Address)
(City, State & Zip Code)
() () Telephone Fax
(Email address)

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

١,		the	of
	(Name)		(Title)
	(Contractor	Name)	, declare, state and certify that:

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

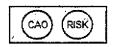
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



Agreement #: Ag-6252 - Page 159 of 196



February 21, 2017

 To:
 All Plan Holders

 Subject:
 Citywide ADA Ramps and Street Reconstruction, Phase 4 - ADDENDUM #1

 Sent Via:
 Email/Web Posting

The plans are amended as follows:

Replace Sheets C-1 through C-37 in their entirety with the attached Sheets C-1 through C-38 noted with Revision No. 1 – Sheet Numbering dated 2/17/2017.

Acknowledge this addendum and all others in your bid on Appendix A, Page 7 of the Specifications

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm March 14, 2017. If you have any additional questions, please contact Thomas Korman at korman@monterey.org. All requests for information must be received in writing by 5:00 pm on Friday, March 10, 2017.

Sincerely,

Thomas Korman, P.E Senior Engineer

CHTY HALL . MONTEBED - CALIFORD OF 1990 . Web Site . http://www.monierey.org 831.646.3920 .

1

EXHIBIT B

Addendum No. 2 - Appendix A, Page 1

APPENDIX A

BID PROPOSAL FORMS



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

Submit the following items unbound:

Granite

Π	EM	INCLUDED
1.	Bid Proposal Cover Sheet (this sheet)	
2,	Proposal and Bid Schedule	
3.	Declaration of Bidder	
4.	Acknowledgement of Addenda (if applicable)	- V
5.	Bidder's Statement of Qualifications	
6.	Subcontractor's List	
7.	Noncollusion Declaration	
8 .	Debarment and Suspension Certification	√
9.	Certification of Good-Falth Effort (Prime)	
10.	Bid Bond	
11.	Certification of Workers' Compensation Insurance	\checkmark

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 securate.

By: GRANITE ROCK COMPANY 3/10/17 Company Name Date

Agreement #: Ag-6252 - Page 161 of 196



CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1553C, 35C1555)

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

ltem		Approx.	 			RISK
No.	Description	Quantity	Unit	Unit Price	Amount	L.
1	Mobilization and Demolition	1	LS	1200.00	120000	(3
2	Storm Water Compliance	1	LS	20000-	20000-	
3	Traffic Control	1	LS	120500	120500	}
4	Construction Surveying	1	LS	10000-	10000-	·
5	Changeable Message Sign	75	DAYS	100-	7500-	
6	Sawcut, HMA Pavement	1	LS	5000-	5000-	
7	Sawcut, Concrete Pavement	1	LS	500-	500-	
8	Sawcut, Concrete Curb and Gutter	1	LS	2000-	2000-].
9	Sawcut, Concrete Sidewalk, Sidewalk Crossing and Driveway	1	LS	2500-	2500-	
10	Demolition and Disposal, Concrete Curb and Gutter	1480	LF	13.50	19980-]
11	Demolition and Disposal, Concrete Rolled Curb and Gutter	375	LF	11.40	4275 -	1
12	Demolition and Disposal, Concrete Sidewalk, Sidewalk Crossing, Driveway and Curb Ramp	2,535	SF	3-	7605-	of 196
13	Demolition and Disposal, Concrete Rock Blanket	505	SF	10-	5050-	162
14	Demolition and Disposal, Storm Drain Inlet	6	EA	1000-	6000-	age
15	Demolition and Disposal, HMA Pavement	1,575	SF	3.80	5985 -	2-P
16	Demolition and Disposal, PCC Pavement	310	SF	9-	2790 -	-626
17	Demolition, Disposal, Earthwork and Subgrade Preparation (6" thick)	5,500	SF	3,10	17050 -	¥ ¥
18	Demolition, Disposal, Earthwork and Subgrade Preparation (9" thick)	21,440	SF	3,20	68608-	Agreement #: Aq-6252 - Page 162 of 196
19	Aggregate Base (6" thick, Class 2)	21,440	SF	3.50	75040 -	oree



			lucencun	n No. 2 - Appendi	x A, rage 5	
lter No		Approx. Quantity	Unit	Unit Price	Amount]
20	I (J TICK, 1/2" Aggregate, No RAP)	22,275	SF	4-	89100-	1
21	ETAL MART AND DECIDENT ADDRESS AND A CONTRACT OF A	26,940	SF	2.25	60615-	
22	Hot Mix Asphalt (3" thick, 3/4" Aggregate)	5,500	SF	2.35	12925-	
23	Construct Storm Drain Catch Basin (City Detail No. 103BR, 24-10S)	3	EA	5800-	17400-	1
24	Construct Storm Drain Catch Basin, Exposed Aggregate (City Detail No. 103BR, 24-10S)	2	EÀ	500.0-	10000-	
25	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC)	2	EA	5000-	10000-	1
26	Construct Storm Drain Pipe, 15" RCP	15	LF	230-	3450-	1
27	Construct Concrete Pipe Collar	1	EA	600-	600-[
28	Construct Concrete Curb (Caltrans Type A1-6)	80	ĹF	60-	4800-	(Risk
29	Construct Concrete Curb (Caltrans Type A1-8)	375	LF	62-	23250	() ()
30.	Construct Concrete Curb (Caltrans Type D-4)	60	LF	78-	4680-	$\underline{\circ}$
31	Construct Concrete Curb and Gutter (City Detail No. 100R)	540	LF	110-	59400-	
.32	Construct Concrete Curb and Gutter, Exposed Aggregate (Detail A)	30	LF	120-	3400-	
33	Construct Concrete Sidewalk (City Detail No. 111R)	4,210	SF	13-	54730-	
34	Construct Concrete Residential Sidewalk Crossing, Exposed Aggregate (City Detail 108R)	1,075	SF	25-	26875-	
35	Construct Concrete Commercial Sidewalk Crossing (Detail 7/C-26)	830	SF	26-	21580-	
36	Construct Concrete Curb Ramp	865	SF _	41-	35465	
37	Construct Concrete Rock Blanket	1,275	SF	30-	38250-	
38	Construct Retaining Wall (2' High)	170	LF	160-	27200-	
39	Remove Tree and Root	1	EA	2500-	2500	9
40	Adjust Manhole to Grade	2	EA	650-	1300-	of 19
41	Remove, Replace, and Adjust Manhole to Grade, Silent Knight	3	EA	1300-	3900-	163
42	Adjust Gas Valve Box to Grade	2	EA	900-	1800-	Page 163 of 196
43	Adjust Telephone Box to Grade	1	EA	2400-	2400-	1
44	Remove, Replace and Adjust Water Meter Box to Grade	2	EA	700-	1400-	^g-62
45	Remove, Replace and Adjust Water Valve Box to Grade	11	EA	550-	6050-	11 #: /
46	Remove, Replace and Adjust Street Lighting Box to Grade	3	EA	650-	1950-	Agreement #: Ag-6252
47	Relocate Irrigation Valve Box	2	EA	650-	1300-	Agre

Graniterock.

Addendum No. 2 - Appendix A, Page 4

				No. 2 - Appendi	
ltern No.	Description	Approx. Quantity	Unit	Unit Price	Amount
48	Relocate Backflow Preventer	2	EA	4000-	8000-
49	Relocate Fire Hydrant	1	EA	7000-	_7000-
50	Remove and Replace Bollard	2	EÄ	1000-	2000-
51	Provide and Install Light Standard	1	LS	R5+8500-	9500-
52	Remove Fire Alarm Box	2	EA	800-	1600-
53	Remove and Replace Roadside Sign	7	EA	410-	2870-
54	Provide and Install Roadside Sign	.5	EA	340-	1700-
55	Remove Traffic Stripes, Pavement Markings and Pavement Markers	1	LS	1500-	1500-
56	Traffic Stripe, Detail 22 (Thermoplastic)	621	LF	1-	621-
57	Traffic Stripe, Detail 25A (Thermoplastic)	328	LF	1	328-
58	Traffic Stripe, Detail 27B (Thermoplastic)	375	LF	1-	375
59	Traffic Stripe, Detail 29 (Thermoplastic)	690	ĻF	2-	1380-
60	Traffic Stripe, Detail 36 (Thermoplastic)	140	LF	17	140-
61	Traffic Stripe, Detail 38 (Thermoplastic)	193	LF	1-	193-
62	Traffic Stripe, Detail 40 (8" White, Thermoplastic t)	38	LF	1-	38-
63	Pavement Marking, Zebra Crosswalk (Paint)	419	SF	4-	1676-
64	Pavement Marking, "STOP" Legend (Paint)	44	SF	5	220-
65	Pavement Marking, 12" Limit Line (Paint)	23	SF	4 -	92-
66	Pavement Marking, Yield Line (Paint)	16	SF	5-	80-
67	Pavement Marking, Type I Arrow (Paint)	40	SF	5-	200-
68	Pavement Marking, Type IV Arrow (Paint)	90	SF	5	450-
69	Preformed Pavement Markings, Herringbone (Thermoplastic)	1,470	SF	19-	27930-
70	Pavement Marker, Type BB (Blue Retroreflective)	1	EA	15-	15-
71	Record Drawings	1	LS	2500-	2500-
	TOTAL BASE BID (ITEMS 1 THROUGH 71) (In W	lords)			(In Figures)
	One Million, Ninety Se	iven TI	nouse	and,	s
	Three Hundred Eleven			,	1097,311

(Risk) CAO

Agreement #: Ag-6252 - Page 164 of 196



ADDITIVE ALTERNATIVE BID

ltem No.	Description	Approx. Quantity	Unit	Unit Price	Amount
72	Traffic Control	1	LS	20000-	20000-
73	Demolition and Disposal, Rolled Concrete Curb and Gutter (Night Work)	355	ĻF	13-	4615-
74	Demolition and Disposal, Storm Drain Inlet (Night Work)	100	SF	13-	1300-
75	Aggregate Base (12" thick, Class 2)	750	SF	8-	6000-
76	Construct Storm Drain Curb Inlet (Mid State Concrete Type 3 AC, Night Work)	1	EA	5000-	5000-
77	Construct Concrete Curb (Caltrans Type A1-8, Night Work)	355	LF	61-	21655-
78	Construct Concrete Sidewalk (City Detail No. 111R, Night Work)	2085	SF	11-	22935-
79	Construct Concrete Rock Blanket (Night Work)	600	SF	28-	16800-
80	Adjust Manhole to Grade (Night Work)	1	EA	700-	700-
81	Remove, Replace and Adjust Water Meter Box to Grade (Night Work)	2	EA	700-	1400-
	TOTAL ADDITIVE ALTERNATE BID (ITEMS 72	THROUGH 8	1) (in Wo	ords)	(in Figures)
	One Hundred Thous	and,		<u>.</u>	\$100,405
	Four Hundred Five a	nd no	cent	<u>-s</u>	-

GRAND TOTAL BID

GRAND TOTAL BID (ITEMS 1 THROUGH 81) (In Words)	(In Figures)
One Million, One Hundred Ninety Seven	\$
Thousand, Seven Hundred Sixteen & no cents	1,197,716

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items1 through 81).

RISK

8 S



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.: 22, Class: A, B, w/Haz, Expiration date: April 30, 2017.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: <u>100000239</u>.

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

Santa	Cruz COUNTY, CALIFORNIA, ON March 10, 2017.	
Name of Firm:	GRANITE ROCK COMPANY	
Address:	5225 Hellver Avenue, Suite #220, San Jose, CA 95138	
Telephone:	408.574.1400	(\mathfrak{F})
Email:	estimating@graniterock.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 MAXRESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Rodney Jenny, Executive Vice President Printed Name and Title



Granite Rock Company

Incorporated in the State of California

OFFICERS OF THE COMPANY

Chairman of the Board

President & CEO

Vice President & CFO

Vice President, General Counsel Secretary

Executive Vice President, Construction Division

Executive Vice President, Material Plants Division

Executive Vice President, Aggregate Division

Vice President Human Resource Services

Vice President Environmental, Quality, Safety, Geology Mark Kaminski 350 Technology Drive Watsonville, CA 95076

Thomas Squeri 350 Technology Drive Watsonville, CA 95076

Stephen Snodgrass 350 Technology Drive Watsonville, CA 95076

Kevin Jeffery 350 Technology Drive Watsonville, CA 95076

Rodney Jenny 120 Granite Rock Way San Jose, CA 95136

Rich Sacher 350 Technology Drive Watsonville, CA 95076

Henry Ramirez 350 Technology Drive Watsonville, CA 95076

Shirley Ow 350 Technology Drive Watsonville, CA 95076

Charles A. Johnston 350 Technology Drive Watsonville, CA 95076

Material Supplier / Engineering Contractor License #22 DIR #1000000239

San Jose OfficeSFO Office120 Granite Rock Way875 MahlerSan Jose, CA 95136Burlingame,Phone 408.574.1400Phone 650.6

Fax 408.365.8349

875 Mahler Road, Suite 280 Burlingame, CA 94010 Phone 650:615.0306 Fax 650.615.0338 Oakland Office 7700 Edgewater Dr. Suite 332 Oakland, CA 94621-3025 Phone 510.729.5075 Fax 510.729.5079

Monterey Bay Region P.O. Box 50001, Watsonville, CA 95077 411 Walker Street, Watsonville, CA 95076 Phone 831.768,2700 Fax 831.768,2701



CERTIFICATION OF CORPORATE RESOLUTION

The directors of Granite Rock Company, a corporation organized and existing under the laws of the State of California, duly approved, on March 18, 2016, in accordance with the Articles of Incorporation and Bylaws of the corporation, the following resolution:

RESOLVED, that each of the following persons is fully authorized to sign bid and contract documents on behalf of Granite Rock Company, doing business as Graniterock, and to bind the corporation with respect to such documents:

> Greg Diehl Kevin Jeffery Rodney Jenny Aaron Johnston Mark Kaminski

Shirley Ow Henry Ramirez Rich Sacher Steve Snodgrass Tom Squeri

I, Kevin Jeffery, Vice President and Secretary of Granite Rock Company, do hereby certify that I am the Vice President and Secretary of such corporation, and that the above resolution was duly adopted by the Board of Directors of such corporation, and that such resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of such corporation.

Dated: <u>3/10/17</u>

Kevin Jeffery Vice President and Secretary

• Monterey County

- San Benita County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- + Alomeda County

• Cily and County of San Francisco

Material Supplier / Engineering Contractor

P.O. Box 50001 Watsonville , CA 95077-5001 (831) 768-2000 Fax (831) 768-2201 www.graniterock.com





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)	
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DATE RECEIVED	
February 21, 2017	
March 8, 2017	
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Agreement #: Ag-6252 - Page 170 of 196

February	21, 2017
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To: All Plan Holders

Subject: Citywide ADA Ramps and Street Reconstruction, Phase 4 - ADDENDUM #1

Sent Via: Email/Web Posting

The plans are amended as follows:

Replace Sheets C-1 through C-37 in their entirety with the attached Sheets C-1 through C-38 noted with Revision No. 1 – Sheet Numbering dated 2/17/2017.

Acknowledge this addendum and all others in your bid on Appendix A, Page 7 of the Specifications

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm March 14, 2017. If you have any additional questions, please contact Thomas Korman at korman@monterey.org. All requests for information must be received in writing by 5:00 pm on Friday, March 10, 2017.

Sincerely,

Thomas Korman, P.E. Senior Engineer

1





March 8, 2017

To: All Plan Holders

Subject: Citywide ADA Ramps and Street Reconstruction, Phase 4 - ADDENDUM #2

Sent Via: Email/Web Posting

Acknowledge this addendum and all others in your bid in Appendix A, Page 7 of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

The specifications are amended as follows:

1. Part II, Page 9

Bid Item No. 36. - Add the following, "Material for truncated domes installation will be furnished by the City of Monterey.

 <u>APPENDIX A</u> Replace Appendix A in its entirety and replace with attached Appendix A – Addendum No. 2.

Clarifications – Bidder questions with responses as follows:

3. Question: If the Bid Alternate is awarded, will the number of contract days be increased?

Response: No, the contract time will remain at 75 working days.

4. Question: What are the work hours for the project?

Response: The work hours for the project will be 7:00 AM - 7:00 PM, Monday through Friday. No work on Saturday, Sunday, or City Holidays will be permitted, without prior approval.

5. Question: Must the detectable warning surfaces be installed as shown on the plans conforming to the curb ramp radii?

Response: No, installation of the detectable warning surfaces do not need to cut on the radii. The use of rectangular shapes is acceptable as long as the installation conforms to 2010 Caltrans Revised Standard Plan RSP A88A, dated July 3 2015.

6. Question: The plans show a 1'-0" wide grooved border. Is the contractor required to install these?

Response: Yes, the contractor is required to install the grooved border as shown in the plans in conformance with the 2010 Caltrans Revised Standard Plan RSP A88A, dated March 2014. Please refer to Bid Item No. 36 - "Construct Concrete Curb Ramp". Payment for 12 inch wide grooved border is included in this bid item.

CITY HALL • MONTEREY • CALIFORNIA • 93940 • Web Site • http://www.montergy.org 831.646.3920 • FAX 831.646.3467

Agreement #: Ag-6252 - Page 171 of 196

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All other conditions of the Specifications remain the same.

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm March 14, 2017. If you have any additional questions, please contact Thomas Korman at korman@monterey.org. All requests for information must be received in writing by 5:00 pm on Friday, March 10, 2017.

Sincerely,

Thomas M. Korman, P.E. Senior Engineer

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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	
	Please see attac	hed project experie	nce list.		
					RISK
					CAO

GRANITE ROCK COMPANY Project Experience Listing

Description	CURRENT	Type of Work (Use Drop Down Menul)	Contrad	Phone		Contract Value
	K Earthtwind Farme	×	ĸ		- 1	×
	Countraints Solano Creativ	Connecta Site Work	NICARDO NOVOS	(631) 970-4426		710,850.00
	City of Concord	Overlay - Cry	Nuckolas purior	(/U/) /04-0/00 /D3E/ 074 3034	0/01 0008 54, Surte 5000, Fairfield, CA 94533-6342	872,040.00
2016 5795 5an Ardo Peachtree Road Bridge	County of Monterey	Structure Concrete	Rilv Issa	(831) 755 4800	1930 FRIMAND UN, CUINNILL, CA 243 19	623,353,001
	Santa Clara Vallev Water District	Structure Concrete	Raine Cambel	14081 R30-335	LIDUW. ALBORI OL, OBURHA, UN 80301	1,423,356.00
Ľ.,	City of Berkeley	Street Reconstruct	Wandy Winner	(510) 081, 642B	1047 Pertor Chatter Chatter Developer A 20110	384,400.001
•••	Fumer Construction	Commercial Bite Work	Jonathan Hanses	(409) 334 3438	1 377 Celliel OL, Tut Floor, Celhery, CA 547 CH	0,470,941,001
So. San Francisco 2015 Pavement Rehab	South San Francisco	Overlay - City	Robert Hahn	(650) 829_6660	1 315 Manel Ave. So. Southerniero PA 04080	1,000,400,14
	Sama Clara Valley Transportation Agency	Street Reconstruct	Nick Vukcevich	(408) 464-7739	3331 N First St. Rids A.2 San Jaco CA 04134	00.027.CZ/1
	Califrans - Contract #04-4H9004	Structure Concrete	Jose David	(650) 738-3827	585 inter the Deviles CA QUAL	
13	Calitaria - Contract #04-2,00804	Overlay - Hwy	Fred Boosthehri	(850) 222-7941	1727 20th St. Sacramanto, CA pitera	1,302,332.UU
	Cathans - Contract #04-1A3404	Structure Concrete	Eurimi Choi	(408) 282-0228	1727 30th St. Sacramento. CA 95816	1 828 330.00
VIA Emergency Alum Rock Overlay	Santa Clara Valley Transportation Agency	Overlay - City	Rodney Cortez	(408) 854 4251	1 3331 N. First St. Bido A-2, San Jose, CA 66134	00 189 129
	Caltrans - Contract #04-1J5904	Storm	Abdi Abdolreza	(510) 867-8023	1727 30th St. Sacremento. CA 85816	PU2 287 00
	Turner Construction	ercial Site Work	Cristina Polk	(416) 615-2149	300 Frank H. Octawa Phy. Ste 501 Chelland CA 94812	3 464 151 M
2	Aromas Community Center Foundation		Wayne Hotman	(831) 726-2136	P.O. Box 792. Aromas. CA 85004	316 900 00
	Celtrans - Contract #04-0K7004	Structure Concrete	Moald Lawmoun	(408) 254-5838	1007 Knnx Ave Sam Ince CA 06122	1 000 000 1
	i Caltrans - Contract #05-1F69U4	(on-Otary)	Peter Mututwa	(806) 471-2108	1727 30th St. Sacramento, CA 66816	22 AND 871 DO
J	City of Piedmont		Mike Janet	(510) 420-3060	120 Vista Ave. Piedmont. CA 94611	100 You Diamonta
J	Builders	Overlay - City	Samantha Edwands	(850) 227-1957	1 701 Bedunnd Stores Diver #125 Bedunnd City Ca Office	774 649 00
	South Bay Construction	Commercial Site World	Brett Scolari	(408) 379-5500	1711 Del Aus Cambral CA OKNE	114,040,001
	Caltrans - Contact #04-3G6804	Hichway Constr. (Non-Olay)	Charles Kons	(BIEVERAL THOR	1727 20th Cl. Comments PA DE918	10.102.010
	City of Union City	Street Recording	Ferror Asim	19101 00-1040	11/21 June June June Da Thiss And Dates	141,472,90
	South Bay Construction	Commercial Site Work	Mark Avia	(408) 408 8833	1314 Call Aus Counted Full CA 02000	2, /45,000.00
	Devon Construction. Inc.	Ī	fre Crimmoth	÷	1 111 URI AVE., URINARI, UN 93000	-
	BURMahree Ruidace 1V	1 Marte	M-there Matrice		AND GIVENER DI, MUDILIS, LA VOUSO	
2016 - 5423 - S.U.A.Aiffed Shurtuna	Thursday the	5	Walling Million	-1	ZUT REUMOOD SHORES PANY, #123, HEOMOOD UNY, CA 94,065	
-	atrans - Contract #05.0TA404	Ť.	Volio Donah	1400-740 (004)	1/UI AUPOIL BIYU , SAN JOSE, CA WOTUU	3,730,629.00
	City of Monteday Room (1990)	Comen inurviay	Nake Deski		1/2/ Jun DL, Sartametro, CA 50616	
	Domy Surveyor Diates				420 Hill St., Blog. C., Houtster, CA 85023	
2016 : 5481 : Abambra Creak Bridna	- Party Official Discontinues				1 / / / N. 15i. St. 5th Floor, San Jose, CA 96112	
	Janes Denver Les			8/14-07 (07A)	020 HEIMING SI, MANUNEZ, CA BASSS	N
		SCHOOLS	Jared Hotey	_ 1	3197 Park Bwd., Palo Allo, CA 94306	
14 -	Cuty of rectinional	Overlay - City	1 awric		450 Civic Center Plaza, Richmond, CA 94804	ώ.
-	ONDURINES	Contractical Site Work	Lood Anem	(406) 836-4088 (601) 765 - 105	201 Redwood Shores Plawy, #125, Redwood City, CA 94065	813,870.00
	Carry or outputs	Career Keconstruct	Edia Herrera	(631) 758-7438	200 Lincoln SL, Selfnas, CA 83901	5,399,130.00
		Servert Kaconstruct	I yier Lavenng		11/27 30th St., Sacramento, CA 96818	660,593.00
	Compensary Agreement	Highway Constr. (Non-Olary)	Mike Meis	(408) 593-9597	1 1. Infinite Loop, Cupertino, CA 95014	15,513,201.00
2010 - 3024 ; MMILLERY RUGUS & DHRUGES - JULY 2013 - 1		Sureet Reconstruct	Juzn Mesa	(831) 760-8882	168 W. Alisal St., Salinas, CA 93901	1,930,000.00
		Hospital	Jim Benson	(660) 554-1900	1 390 Bridge Partway, Redwood City, CA 94065	2,553,531.00
	MORRERAY FEMILISTIC AUTOOR LANSING	Arports	Chris Monello	(831) 768-2721	200 Fred Kane Drive, Monterey, CA 93940	29,729,941.00
	SNBWDGERWYEDOOF 2 JV	Commercial Site Work	Chris Parker	(415) 517-9820	201 Redwood Shores Pkwy, #125, Redwood City, CA 94065	812,501.00
Wortert Freid Hanger 2/3 Humay Kepars	I umer Construction	Arports	Shirley San Diego		300 Frank Ogawa, Suite 300, Oakland, CA 94612	957,346.00
sh Passage :	2015 5021 Stevens Creek Everyn bridge Fist Passage i Santa Clara Valley Water District	Earth Moving	Steve Fertanti		1 5750 Almaden Expressway, San Jose, CA 90118	564,995,00
nt Rehab	County of Santa Clara	Street Reconstruct	Paul Pascoal	(408) 573-2485	1 70 West Hedding St., San Jose, CA 95110	3,769,214,50
	Monterey Peninsula Engineering	Commercial Site Work	Peter Taomina	(831) 384-4081	182 Healy Avenue, Marine, CA 93933	637,000.00
2015 5525 Jackson St. Retaining Wall Repair	Town of Los Gatos	Structure Concrete	Janice Chan	(406) 399-5770	41 Miles Ave., Los Gatos, CA 95030	286,125.00
	Sund Group, Inc.	i Synthetic Field Turf	David Bagley	(408) 0094914	457 Minna St., San Francisco, CA 94103	1,291,310.00
	Whiting-1 umer Construction	i Hospital	Gebe Ferreras	(925) 765-1805		1,005,610.00
2015 1 DOUM IN HORMOOD (STOVE Hank Statement and	uty of Los Attos	Parka	Dave Brees	(650) 947-2888	1 North San Antonio Road, Los Altos, CA 94022	566,300.00
	SCVTA	Highway Constr. (Non-Olay)	Surinder Singh.	(408) 321-7131	3331 North First Street, Building 'A', San Jose, CA 95134	21,068,768.00
5497 P.Fremont Bivd Widening	City of Fremont	Street Reconstruct	Mirabel Aguilar	(510) 494-4761	39550 Liberty St., Fremont, CA 94537	1,346,620.00
	University of California, Santa Cruz	Structure Concrete	Josh Francis	(831) 459-2366	1156 High Street, Santa Cruz, CA 95064	424,948,00
	County of Santa Clara	Street Reconstruct	Peter Cruz	(408) 690-9759	101 Skyport Dr., San Jose, CA 95110	757,050,00
	West Contra Costa Untiled School District	Syntratic Field Turf	Terese Sladowski	(510) 307 - 4540	1400 South Marina Way, Richmond, CA 94804	480,357,00
					30211' Avenida De Las Banderos St., Ste 200 Rancho Santa	
i Manch Crock Sofak Incommentation		CVMINY - CITY	ALDER HEMANOEZ Jr.		Mangarta, CA 92668	473,231.00
	Carlie Costa County	Same Reconstruct		(925) 313-21/8	205 Glacker Dr., Martinez, CA 94563	1 839 142 00
	Califans - Coultant MAL252014	Durker these	Mau Luirupp	1475-007 (070)	20/2 Mr. UADIO BIVO., SIE 210, LEIENDIG, CA 94549	2,586,392.00
	City of Freehood	Convertes Miture	Dana Dahan	-	2/2/ 3/2001 U 306 F130, U00000 UA 84310	2,684,050.00
257 - Dad	5455 Obligated Although H. D. C. C. D. C. D. C. Cartholigh Contraction 25771	Outlot have	Lauranna i Ai	CAO) (RISK)	33330 LEDGIN SL, FIETRON, UA 34336	260,513.00
h	McElvanv Inc.	Commental Site Monte	Charles M-Charl		1247 JAM DL, MUTA, DELEINENN, LA 00010	00.140.880
	Mark Woltman			(100 1100)		
					1034 Eart Aun Canal Ch. CA 02065	101 100

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		I'VPA OF WORK		のないの言語		
City of San Inco		(use urop pown menu)		Phone		Contract Value
ans - Contact #05	158904	CIB	Mark SINa	(408) 392-3641	1701 Airport Blvd., Ste B-1130, San Jose, CA 95110	2,700,170.00
to Valley Public Ce	5423 Pajaro Valley Public Cernetery Pajaro Valley Public Cernetery District	i Earth Mowing	Bob Stanford	(831) 722-0310	11/2/ 3UD St. Sacramento, CA 85816 166 Marth St. Watsowata, CA 65076	2,689,970.00
unders		Schools	Bryan Trybus	(650) 227-1957	201 Redwood Shores Parkway, Foster City, CA 94065	1.042.041.00
nil De Arza Comm	untiv College Diel	Street Reconstruct	Melssa Huang	(408) 395-5430	110 East Main St., Los Gatos, CA 95031	470,844,00
ty of Monterey	tana a Bauta Ba	CR	Jonathan I Pachia	1 (650) 343-5165	12345 El Monte Rd., Los Allos Hits, CA 94022	813,790.00
South Bay Construction		Commercial Site Work	Derick Hofstatter		1711 Dell Ave., Campbell CA 65008	1,469,668.00
A B S L Construction City of Canomed		Earth Moving	Luis Allende	(510) 727-0900	33333 Pacific Street, Hayward, CA 94544	1,050,000.00
Safinas Steel Builders		Earth Movies	Mark Migliore		1950 Parkside Drive, Concord, CA 94519	1,209,534.00
City of Gitroy		Overlav - City	Jav Yu	(408) 848-046	1101 Lerven Ave., Salinas, CA 93901	703,864.00
C.W. Driver		Earth Moving	Norman Yang		2248 N. First St., San Jose, CA 95131	1,119,155.00 500,424.00
City of Concord	100001	Storm	Mario Camorongan	2	1950 Parkside Rd., Concord, CA 94519	823,595,00
Califans - Contract #04-272044	272044	Highway Constr. (Non Olau)	Line Name	. 1	1120 N St. Sacrmento, CA 95814	4,759,835.00
Varice Brown, Inc.		Earth Moving	Doug Mills	88	1/2/ SOU SL, SAGAMENIO, CA SOBIO 3197 Park BMd Pain Alto CA Q4 OR	4,606,633,00
BNB/Webcor Builders J.V.	<u>.</u>	Commercial Site Work	Matt Ocon		201 Redwood Shores Plaw, #125, Redwood City: CA 9406	2 346 001 00
MCCATUN DURING COMPANES	Janjes	Schools	Tom Harrel		1 343 Sansome St., 14th FL, San Francisco, CA 94104	775.000.00
City of Saratooa		Cumulerical Site Work	Kelley Chaffin	_	201 Redwood Shores Plxvy, #125, Redwood City, CA 9408	807,787.00
ans - Contract #04-0	G2224	Hatware Constr. (Non-Olav)	Fred Brochobe	(400) 800-1239	13/1/ Fruitvale Ave., Saratoga, CA 95070	
Califrans - Contract #05-005904	05904	Structure Concrete	Katin Reach		1120 N Suret, Sacramento, CA 95814	
ans - Contract #05-1	C3304	Highway Constr. (Non-Olav)	Earshad Kashovarri	(824) 375 5020	1721 SUN SUPPLIE SACIAMENTO, CA 90818	1,999,850.00
City of Santa Cruz		Street Reconstruct	Desiree Doumle		809 Center St. Pm 301 Santa Prizz 7 & 65050	2,085,568,00
Solano County, Dept. of General Services	Seneral Services	Arports	Joann Epperson		675 Texas St. Sta 2500 Fairfault CA A4620	2,236,516.00
Otto Construction		Schools	Rick Valine	I 1	1717 Second St., Sacramento, CA 95811	
		Structure Concrete	Del Sabeti	(408) 321-5603	3331 North 1st. St., Bldg. A, San Jose, CA 95134	1 236 206 00
A can Jose Ar of Can Incombind	and of Audulan	Parks	A Smith		200 El Santa Clara St., 6th Floor, San Jose, CA 95113	2.869.295.0
XI. Construction	DAL OF AVISION	Alports	Harry Mawrogen	- 1	5000 Airport Way, Stockton, CA 95208	3,609,020.0
County of Alameda		Contraction care avery	Chde Crowell	(408) 240-5326 /540) 270 5600	851 Blackeye Ct. Mipitas, CA 95035	893,853.0
Vance Brown, Inc.		Schools	leff Riorham		1 301 TURIER CL. HERMARD, CA 94545	827, 969.(
Silicon Valley Clean Wafer		- Earth Moving	Peter Kistenmacher	1	1400 Redio Road, Redwood City, CA Sares	2 240 000.0
BNBuilders		Commercial Sits Work	Kelley Chafm	(650) 227-1957	1 201 Redwood Shores Pkwy. #125. Redwood City CA 9406	1 155 204 0
- United Parcel Service, Inc.	0	Commercial Site Work	Mitch Brack	(415) 652-4056	1801 Attas Rd, Richmond, CA 94806	3,478,966,0
Ants - Longad #UP	101804	Structure Concrete	Bertha Roman	(831) 761-7618	1727 30th Ave., Sacramento, CA 96818	3,201,203.0
ans - Contract #0	L765604	Sherten Counts	-Justin Curless	i (602) 769-1393 //// 201 2020	2111 E. Highland Avenue, Suite 400, Phoenix, AZ 85016	9,124,601.0
XL Construction		Commercial Site Write	Chad Hamilton	8292-927 (DC0)	11/2/ Suth Street, Sacramento, CA 95816	7 147,136.0
Vance Brown, Inc.		Commercial Site Work	Ten Stit	(640) 840 0000	2107 Bart Burd Only Mignas, LA 19003	2 087 450
SunCap Redwood LLC	ċ	Commercial Site Work	Ben Falst	(980) 229-6006	1 5101 Cameria Rivel State 180, Chadate ND 98200	008,033
e Brown, Inc.	-	Commercial Site Work	Marco Guzman	(650) 849-9900	i 3197 Park Blvd., Paio Ato. CA 94306	1 201 011-0
Vance Brown, Inc.		Commercial Site Work	Jeff Pheian	(650) 849-9900	3197 Park Bivd., Palo Alto, CA 94306	4 805 906 00
Central Fire District	A	Commercial Site Work	5teve Atchison	(831) 624-8497	P.O. Box 1776, Monterey, CA 93953	1.378.119.0
Amil Builders Inc.		Ainorts	Alan Cav		410 Kerwedy Ave., Capitola, CA 95010	611,797.0
Toll Brothers, Inc.		Structure Concrete	Steve Herndon	(825) 883-4123	111/2 Morthe Ave., Sail Francisco, LA 94124	309.000.0
SCVTA		Street Reconstruct	Ed Pasucal		1 3331 North First St., Bido A. San, Inco. CA 96174	17 063 430 412.
Raisch Family Trust		: Earthwork	Brian Raisch		15581 Toyon Drive, Los Gatos, CA 85030	3 740 250 00
City of San Carlos		Storm	Donald (Toy	Ł	600 Elm St., San Carlos, CA 94010	622 626
2014 5558 Perhite Reach Device 2014 5558 Perhite Reach Device 2014		ber Overlay - City	Khoa Vo	1	101-Skyport Dr., San Jose, CA 95110	531,433.00
City of Materianala) Custom	Shawn Casey	- 1	P.O. Box 1776, Monterey, CA 93953	887,406,61
City of Santa Cruz		Shotter Correte	Fabran Guzman		250 Main St., Watsonville, CA 95078	201,956.
City of Redwood City		i Overlav - Citv	Christina Mohanna		4047 UKHANEAA BA BAAAAAAAAAA	455,727.00
of Redwood City		Street Reconstruct	Jessica Manzi	375	1017 Middefied Rd., Redwood City, CA 94064	-
City of Daly City		Overtay - City	Hae Won Ritche	991-8165	333 90th st. Daw City, CA 94015	430,67
Paradigm General Contractors	ontractors	Custom	Steve Seegert		1017 Macdonald Ave., Richmond, CA 94801	1 277 028 0
of Santa Cruz		Overlay - City	Chris Schneiter		009 Center St., Santa Cruz; CA 95060	1 121 5R5 00
Scheine Verla Drive Lanzas Mo Schrift Giftensbilteheden – 6757 – Dartwerfull Richte fühlemeiter Co	Z hurlion Pa	Earth Moving	Kasey Kolasa	(cao) (Risk)	701 Ocean Street, Santa Cruz, CA 95060	5,013,128.0
an Gate Constr 2013	uctors	Alports	Scort Data Mike Getes)	226 Auport Partway, Suite 150, San Jose, CA 95110 11555 Dishin Blort Dishin, CA 01569	401,985.00
a Costa County	Contra Costa County - Public Works	Structure Concrete	Neil I ear	10061 245 2770		D'//C'R/C
				j	255 Glacier Drive, Martinez, CA 94553	2 028 178 58

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GRANITE ROCK COMPANY Project Experience Listing

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		Type of Work				
2014 5176 Spring 2014 Overlav Project	City of Senta Cruz	i Overlav - Cite	Chris Schnalter	(R31) 420, 5180	1	UCHURCH VANN
2014 5167 BLDG 41 - SLAC		Commercial Site White	Grant Ricks	1 (650) 227-1957	201 Bedunnd Shrae Phue 8106 Bedund City CA 04/06	00.140 404
2014 5162 John Smith Road -RRI	County of San Benito	Overlay - City	Arman Nazemi	(831) 636-4170	2301 Technology Partway Hollister CA 9503	7 26 261 00
	•					
	San Francisco Aliport Commission	: Arports	Rosalyn Yu	(650) 821-7819	676 N. McDonnell Road, San Francisco, CA 94128	2,446,770.00
2014 [5125 - Ememany Contrart 1 [7704 SCI	Cury of transformine	Steel Reconstruct	Murray Fontes	(831) 768-3117	250 Main Street, Watsonville, CA 95076	581, 152.00
2014 5089 Greets Ice - New Ice House	Conners for	Ciston	Damie Stanhane	1010 200-0100	1/2/ JUD AVE., SECERIBARO, CA BOSTS (MANDERLEDE STORE SEGRES / S 2320)	596,394,00
	Golden Gate Constructors	Arborts	Mike Gates	(825) 381-1584	11555 Distin Rivel Dates, Co 93342	00.200,051
5080	Golden Gate Constructors	i Airports	Mike Gates	(925) 361-1584	11555 Dublin Blvd, Dublin, CA 94568	12.088.701.00
Runways 1 - 19 RSA Improvements						
2014 5079 Gates	San Francisco Arnort Commission	/ Aimeta	Milta Gates	(025) 281-1584	11545 Didne Bhui Didio CA Bikes	
8	County of San Mateo	Parks	Karen Pachmever	(650) 383-4100	555 Cruth Center 5th Floor Red Wood City CA 94063	1 124 827 00
2014 5041 Pebble Beach Paving 2013	Pebble Beach Company	Overlay - City	Shawn Casey	(831) 277-7878	PO Box 1767, Pebble Beach, CA 93953	681 478 00
2014 4982 Colma Cemetary	Hills of Eremity	Ceri-Commercial Site Work	Jimmy Pinnochio	(530) 518-6185	1299 El Camino Real, Colma, CA 94014	781,985,00
2014 4962 Pebble Beach Area 1-2	Pebble Beach Company	Earth Moving	Steve Atchison	(831) 625-8435	PO Box 1767, Pebble Beach, CA 93953	1,210,433.00
2014 1401 Rumay 28L Emergency Work		Aiports	Ken Nott	(650) 821-7816	676 N. McDonnell Road, San Francisco, CA 94128	209,146.00
2014 4751 SEO Air Traffic Control Tower	ł	- Contribution Site Work	Mican Hawparter	(831) 622-656/	228 AL - 2 B	1,244,128.00
2014 14718 North Peninsuta Jewish Conninuity Ct	r. North Peninsula Jewish Camous	Commercial Site Work	Fred Weimer	(650) 212-7522	RD Freter Civ Mat Exter Civ. CA 04404	001 000 000
2014 4703 SSF 2012 Street Rehab		Street Reconstruct	Robert Hahn	(850) 828-6660	. 315 Marie Ave. So. San Francisco. CA 94080	906 019 00
2014 4656 Port of RWC Wharves 1 & 2 Replacement	nent Manson Construction	Commercial Site Work	Jorge Guillen	(510) 232-6319	200 Cutting Bivd., Richmond, Ca 94804	1 213 251 00
2013 5076 VTA Great America Station:	Tumer/Devcon Joint Venture	Structure Concrete	Mark Johnson	(408) 538-0800	2564 Tasman Dr., Santa Clara, CA 85054	3,357,537,00
2013 5075 Hwy 35 Soldier Pile Wall	Caltrans - Contract #04-3G0204	Structure Concrete	Fred Booshen	(660) 222-7241	1727 30th Street, Sacramento, CA 95816	587,812.00
2013 50/4 Critistopher HS Turt Field	Garoy Unified School District	Synthetic Field Turf	Jenny Derny	(408) 847-2700	7810 Arroyo Circle, Calroy, CA 95020	3,394,873.00
ZUIS 2005 Wesmend Cargo SFU	Nr Construction	Aiports	Kewh Lew	(415) 397-5151	343 Sansome St., 14th Floor, San Francisco, CA 94104	3,087,784,00
2013 5039 - Safaway Tracy			Deb I auton		- 501 BUCKAYE COUT, MEDIAS, UA 99030	00.010.0001
2013 5019 Holiv Vilace Vehicular Bridge	Salvatore Giovannotto	Structure Concrete	Salvatore Glovannottd		Varie unviende nueur, ricesenun, un 24000 1459 Mamitinn Ave. Palo Ath. na 94301	R23 B17 00
2013 4998 Hwy BrUniversity Avenue	Town of Los Gatos	Street Reconstruct	Melissa Huang	(408) 395-5430	110 E Main Street, Los Gatos, CA 95030	725.043.00
2013 4961 Salinas Airport Tad Way A& C	÷	Aiports	Brett Godown		200 Lincoln Ave, Salinas, CA 93901	3,235,879,00
2013 4978 Watsonväle Airport Apron & Taxi Way "C		Aiports	Rayvon Williams		275 Main St., Watsonville, CA 95077	779,156.00
2013 1951 2013 Attental Kesurtacing Project		Overlay - Hwy	Ricardo Morales	- 1	1404 Mabury Rd., San Jose, CA 95133	3 227 494 00
2013 4449 Arport Boulevard Rehabitation	City of Watsonwille	 Street Reconstruct 	Fatrice Thenot	(831) 768-3113	250 Main SI, Watsonwile, CA 85078	664,582.00
2013 1 4045 1 20043 11 2013 1 4045 1 20045 Cheek Wall Renair	I URY UI SOR JOSE I Trum of Mircara	i Arports F Starthan Process	Let Lat		1/VI Auport Brva, San Jose, UA 9311V	00.000,000,000
2013 1 4942	City of S. San Francisco	- Street Percenting	Andw Jan		340 Liberal Linu, mulaya, CA 27500 316 Marte Aus So San Francisco, CA 04/00	1772 041 00
2013 4927 ii Pavement Rehab 2013	City of Sunnyvale	Overlay - City	Kimberlee Pineda	(408) 730-7500	456 W. Olive Ave., Summale, CA 94088	
2013 4904 Resurtace Hwy 280 NB South of 92	Caltrans - Contract #04-4G4104	Overtay - Hwy	Anna Mar		1727 30th Street, Sacramento, CA 96816	
2013 4885 PEast Side Connect	City of San Carlos	Street Reconstruct	Kaveh Forouhi	(650) 802-4202	600 Elm St., San Carlos, CA 94070	
2013 4875 h Pajaro River Bench Exc Phs 2	County of Santa Cruz	Earthwork	Carisa Duran	(831) 454-2160	701 Ocean Street, Santa Cruz, CA 95060	4,278,462.00
2013 - 1010 - 1111 - 11 Walls	Los Atros City of	Street Decords of	I Yothy Cool	1 (810) 001 1020	1 1. North San Antonio Donad I ne Alve / A 20019	
2013 4860 Hww 152 Widen Row Left Turn Lane		Hinhway Constr. (Non-Olay)	Vernon Nouven	(408) 232-3024	1727 30h Street Secremento, CA 95818	
		Street Reconstruct	Shirley Li	(415) 554-6228	1155 Markel Street, 4th Floor, San Francisco, CA 94103	
	County of Monterey	Synthetic Turk	Nick Nichols	(831) 755-5386	168 West Alisal Street, Salinas, CA 93901	
2013 4822 Gaug School Scewark Intel 2013 4873 Mut School Scewark Intel	City of Santa Cruz - Public Works Dept.	Concrete Concrete	Nathan Nguyen		809 Center Street, Room 201, Santa Cruz, CA 65060	
2013 14900 1 Phelen I and	City & Control San Frantiers	Commercial Size Work	Echemical Trum	1 (415) 701-4279	1/2 Entertai Street, Suite 100; Santa Ciuz, CA 50000	
2013 4783 San Hill Junipero Trench	U.S. Pipeline dba Texas U.S. Pipeline	Street Reconstruct	Russel Moore		950 Echo Lane, Ste 100, Housten TX 77024	2 018, 1 76,00
2013 4 4767 Manzanita Bridge Replacement:	 City of Orinda 	Bridge Work	Jankoe Carey		22 Orinda Way, Oninda, CA 94806	
2013 1.4740 Los Atos Hils Safe Routes	The Town of Los Atlos Hills	Concrete Work	Richard Chiu	(650) 941-7222	26379 Fremont Road, Los Altos Hills, CA 94022	
2013 4711 HMY 55 WIGEN Kamps	Cautaits - Contract #U4-154204	Highway Constr. (Non-Olay)	Henry Truong	1 (510) -585 (015)	1120 'N' Street Sectamento, CA 95814	0,130,185.00
2013 4681 San Antonio Road Sineetscape	Los Altos City of	Street Reconstruct	Victor Chen	(850) 947-2641	1 North San Antonio Road 1 on Alton CA 94022	1.254.920.00
2013 4640 I Iron Horse Trail Pretabricated PED Bridge	٥	Structure Concrete	Robert Tingley	(825) 960-4551	1052 S. Livermore Avenue, Livermore, CA 94550	956,374,00
2013 4634 Graham Hill Road Traffic Signal	Santa Cruz Co Pub Writs	Streat Reconstruct	John Presleigh	(831) 454-2160	701 Ocean Street, Room 410, Santa Cruz, CA 95060	483,655.00
2013 4628 A. Matan 3/ De Arza 3 Partong Lot 2013 1427 1 2010 ETD Deciveration 2 Pehab Dimlart	XL CONSTRUCTION	Commercial Site Work		i (408) 240-6313	851 Buckeye Court, Mipitas, CA 85035	2,306,519.00
2013 1: 4617 SJIA Tachway W (G to J)	City of San Jose	Arports	Ed Lao		701 Airport Bivd. Ste. B-1130, San Jose, CA 95110	7 163 475 00
2013 4618-1 SAG TOO BOO BOO FOO AND AD 252	- Pageta deadound Roads & Amorts	Street Reconstruct	Bernardine Cacer		01 Skyport Drive, San Jose, CA 95110	4,296,520.00
2013 4 4613 MST Bus Stop Improvements Nonterep Sathas Transit	Monterey Salhas Transit	City Reconstruction)	Jine Ryan Ranch Road, Monterey, CA 93940	3,303,706.00
2013 1 4600 Construct Concrete Viaduct	City or hayward Califrans - Contract #05-0K2304	Structure Concrete	Ann Mever	(831) 998-1546	1/// B Street, Hayward, CA 94541 140 Dubois Street, Suite E, Santa Cruz, CA 95060	1.066.734.00

GRANITE ROCK COMPANY Project Experience Listing

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		Type of Work				
		(Use Drop Down Menu)	Contact	Phone *		Contract Value
10 - 4080 - Scour pringes Group 1	County of Santa Clara	Bridge Work	Albert Evdam	(408) 289-5001	i 101 Shood Drive San Ince A 05110	
XU13 1 4093 1 Kesufface Pescadero Creek Rd	County of San Mateo	Street Reconstruct	Gil Toure	(650) 599-1482	1.555 County Center Alt Elver Ded Mand City Constant	3/B/0000
2013 43/7 1 HWY 52 Merio Park & Atherion	Celtrans - Contract #04-2E5404	Highway Constr. (Non-Olay)	Fred Booshehri	(650) 855-7777	2350 Page Mill Dd Patr Ath, CA DIANA	886,714.00
2013 1973 HOA TUE-ZAHAZBL PAVE-LIGNING	City & County of San Francisco(SFIA)	Airports	Send Nouv	1 (650) 821-7737	876 N. McPonnal DJ. Can Employee P. A. 24456	1,96/,100.00
2013 40/4 Naval Shipyard Parcel G	a ARCADIS US Inc.	Commercial Site Work	Ron Goloubow	1 (510) 598-9550	2000 Double Christ Full Jack Frankson, UN 34120	10,811,332.00
2013 45/3 2012 Bite Enhancement Project	City of San Jose	Overlaw-City	Ricardo Moralas	14/161 704 1057	1 4404 Returned State June 700, Entraly 199, CA 34008	2,209,211:00
2013 : 4527 San Juan Road Overlay 2012	County of Monterey	Contac Conto	Billy lers	1061-107 (016)	1404 Mabury Kd, San Jose, CA 95133	1,550,800.00
	Semens Industry Inc	Hickney Cover 1900 Deck	Clave Carelmone	(04) /90-1343	100 W. Alsal Street, 2nd Floor, Salinas, CA 93901	3,752,367.00
2013 : 4520 Saratoga Hwy 9 Safety Imprvmts	Saratooa City of	City County County, (NOT-CON)	Links (Americanons	1 (510) 231-7140	3/65 Yate Way, Fremont, CA 94538	2,188,346.00
2013 i 4483 Hwy 85 Grind & Replace Conc.	Caltans - Contrast #06.0417604	Cuty county pareet reconstr.	IVETA MAIVANCK	(408) 868-1239	13777 Fruitvale Avenue, Saratoga, CA 95070	412,870.00
2013 4458 San Cartos St Multimodal	City of San Inso	(Nor-Olsu (Nor-Usy)	NIM Patel	(408) 254-5705	1007 Knox Avenue, San Jose, CA 95122	8,588,436.00
2013 4449 HMY 68 OVERLAY	Calcane - Contrast #06.000704	Concrete	Scott Arrold	(408) 794-1957	1404 Mabury Rd, San Jose, CA 95133	1,416,623.00
2013 4404 Boarding Area C. & F	City & Company Providence	Uverlay-Hwy	I yer Levenng	(831) 375-5920	1727 30th Street, Sacramento, CA 95816	2,988,921.00
	Lack Orkiaal Tauston	Arports	Kristin Allen	(650) 821-5372	676 N. McDonnell Rd, San Francisco, CA 94128	4,313,796,00
2013 4291 Montarev Pd Cold Becycla	Chief Con Land	Structure Concrete	Mark Massara	(805) 895-0963	2-3610 East Citif Drive, Santa Cruz, CA 95062	1.888.950.00
2013 4294 Marina Aired 2011		CIR	Ricardo Monales	1 (408) 794-1957	5 1404 Mabury Rd, San Jose, CA 96133	2,923,988,00
2013 14373 Eact Market/kam Cal Channel		Arports	Crain Oliver	(831) 884-1278	209 Cypress Ave, Marina, CA 93933	1 072 719 00
2012 1 4323 1 Carls Tomos Manual 2019	calinas cury of	City/County Street Reconstr.	Eda Herrera	(831) 758-7438	200 Lincoln Ave, Satinas, CA \$3301	241 253 M
	Sama Clara County - Roads & Almorts	Overlay-County	Rowdy Pipkin	(408) 573-2400	101 Skyport Drive, San Jose, CA 95110	1 580 520 00
2013 1928 Lasu 0404 Citri 3000	North Monterey County Union School Dist	Schools	Lisa Gannon	(631) 633-3135	i 8142 Moss Landing Rd. Moss Landing. CA 95039	1.021.320.00
10 100E 0 120MBY USFU 2011	City & County Of San Francisco (SFIA)	Airports	Kristin Allen	(650) 821-5372	676 N. McDonnell Rd. San Francisco. CA 94128	5 380 777 M
2013 14303 CONSTLIC STARTS, Part Erosion Control	: Celtrans - Contract #04-454304	! Parks	Fred Booshehri	(650) 855-7777	2350 Page Mill Rd. Pake Alto. CA 94304	441.541.00
2013 1 42// 1 Branchorte Middle School	Santa Cruz City Schools	I Synthetic Turf	Ed Victorine	(831) 212-6089	405 Old San Jose Road, Sonuel: CA 05074	00.140,144
ZUI3 4207 East Carl Unive	Santa Cruz Co Pub Wrks	i City/County Street Reconstr.	Joel La Cagnin	(831) 454-2799	701 Ocean Street, Room 410, Santa Cruz, CA 95080	00 800 870 7
2013 14233 Sixth Ave & O'Neil Reconstr	Belmont City of	Street Reconstruction	Bozhena Palatnik	(650) 595-7425	1 Twin Pines In #286, Ramout : Ca canno	3,4/0,232,00
2013 14190 1 HWY 17 Summit Road	Caltrans - Contract #04-264904	Highway Coristr. (Non-Olay)	Moald Laymoun	1 (408) 254-5838	1007 Knox Ave Sen Inte CA 95122	2/2/434 UU
2013 4186 P.B. Co Beach Club Sea Wall	Pebble Beach Company	Structure Concrete	Tom McAlillan	(831) 625-8496	P.O. Roy 1767 Pathla Reach CA 02052	00.010,956,01
2013 4162 Garoy Crossing Off Site Imp	Giroy Cary of	Street Reconstruction	David Stubchaer	1408) 848-0451	* 7361 Boenna Street Carue PA 06000	2,041,009,00
2013 4011 Boarding Area F&G	City & County Of San Francisco (SFIA)	i Airports	Kristin Allen	(R50) 821-5375	EATEN MANANATI DA CAL EMPLOY, CA 20020	430,561,00
2013 ; 3853 i Hwy 101 Salinas Interchange	Calibains - Contract #05-349604	Hidhway Constr. (Non-Otav)	Tvier Levering	(R31) 376-5920	1100 % Cross Sammado CA DEGLA	4,647,853.00
2013 : 3434 ; VTA Grade Crossing Improvement	SCVTA	i Street Reconstruct	ED Pasucal	(408) 321-5555	- 1120 N DUDLI, DAVI BILINO, UN 300 14	8 241,650.00
2012 4631 Pajaro River Bench Exc Project	Santa Cruz Co Pub Wrts	Earthwork	Carisa Duran	(831) 454-2379	* 700 Orean Street Conte Days CA bitwe	2,000,1991,000
2012 : 4484 HWY 1 PLACE HMA EXISTING PVMT	Caltrans - Contract #05-0M7504	Overlay-State	Bertha Roman	(831) 761-7618	150 Westridea Dr. Sta. 140 Waterweitle, CA.06076	100 990 V 1900 00
2012 + 4390 Emergency Retaining Wall Hwy35	Caltrans - Contract #04-3G0104	Highway Constr. (Non-Olay)	Walid Khalife	(650) 222-7513	1727 30th Street Sacramento CA 05848	00 010 000 01
2012 4389 Milpitas Street Resurtacing	Milpitas City of	Overlay- State/City/County	Jorge Bermudez	(408) 588-3313	455 E. Cataveras Blud Milolas, CA 95045	783 263 00
2012 4320 Alfraden Expressway	Santa Clara County - Roads & Airports	City/ County Street Reconstr.	Roy Cabaltera	(408) 573-2484	101.Skyport Drive, San Jose, CA 95110	4 755 208 00
2012 - 4303 : LOS Attos Sate Routes School	Los Altos City of	City/ County Street Reconstr.	Kathy Small	1 (650) 947-2684	1 North San Antonio Road, Los Altos, CA 94022	534 7R4 00
2012 4302 East rate Atto Undray	East Palo Alto City of	I Overlay- State/City/County	Kamai Fallaha	(650) 853-3189	2415 University Avenue, Palo Alto, CA 94303	1.008.215.00
2010 1136 Development N.S. Dikeway II	Brisbane City of Dept of Public Works	! City/ County Street Reconstr.	Karen Kinser	(415) 508-2133	50 Park Place, Brisbane, CA 94005	503.349.00
2012 1130 INVANING VALIFIMMA LA FUNCIO	Calitans - Contract #04-358204	I Highway Constr. (Non-Olay)	Fred Booshehri	(650) 855-7777	1120 "N" Street, Sacramento, CA 95814	709.456.00
No.		City/ County Street Reconstr.	Kalhy Bradley	(650) 329-2162	i 250 Hamilton Ave, Palo Aho, CA 94301	1.057,288.00
2012 4028 : Marina Aimont 2010	CAMULIA WART SET VICE COMPANY	Commercial Still Work	Dando Blanusa	(408) 367-8387	1720 N. First Street, San Jose, CA 95138	674,141.00
		Auports	CORD ORVER	(831) 884-1220	211 Hilkorest Ave, Maréna, CA 93933	1.507.441.00
÷ŀ.	COURTY OF SAME CALZ	i City/ County Street Reconstr.	Chad Hamann	(831) 477-3958	701 Ocean Street, Santa Cruz, CA 95060	914,584,00
	Santa Clara County - Roads & Amonts	Overlay-State/City/County	Michaei Murdter	(408) 573-2400	101 Skyport Drive, San Jose, CA 95110	588,426,00
2015 - 2000 - Laurays Ada F.A.	City & County of San Francisco(SFIA)	Airports	Kristin Allen	(650) 621-5372	676 N. McDonnell Road, San Francisco, CA 94128	6 156 766 00
2012 3500 i Burr 26 Sefety & Cherothant	City & Co of San Francisco	New Sports Field	Shirley Li	(415) 554-6226	1155 Market Street, 4th Floor, San Francisco, CA 94103	2,056,448.00
· [·	Council of San Benito County Gov	: Highway Constr. (Non-Olay)	Lisa Rheinheimer	(831) 637-7685	330 Tres Pinos Rd, Suite C7, Hoffister, CA 95023	8,695,236,00
	County of Monteney	 Street Reconstruct 	Enrique Savedra	(831) 796-1343	168 W Alical Street 2nd Elver Calinae / A 07001	

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CAD RISK

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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	
Asphalt Impressions	900385	1000002092	Sacrumento	Herringbone Marking 69 only d	
					CAO RISK
Super Seal à Stripe	396627	1000000752	Fillmore	Striping, markings, f signs	
· · · · · · · · · · · · · · · · · · ·	· · · · · ·				
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					of 196

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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
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NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares: Executive I am the <u>Vice President</u> of <u>GRANITE ROCK COMPANY</u>, 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 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.

CAO RISK

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 <u>10th</u> day of <u>March</u>, 2017 in <u>Watsonville</u> [city], Santa Cruz County, California.

Rodney Jenny, Executive Vice President
Printed Name and Title



Addendum No. 2 - Appendix A, Page 11

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 <u>10th</u> day of <u>March</u>, 2017 in <u>Watsonville</u> [city], <u>Santa Cruz</u> County, California.

Signature

Rodney Jenny, Executive Vice President Printed Name and Title



Addendum No. 2 - Appendix A, Page 12

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

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

Signature

Rodney Jenny, Executive Vice President Printed Name and Title

<u>March 10, 2017</u>

BID BOND (To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4 (35C1422, 35C1552, 35C1552, 35C1553C, 35C1555)

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

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

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

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

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Citywide ADA Ramps and Street Reconstruction, Phase 4

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this <u>3rd</u> day of <u>March</u>, 20<u>17</u> by their duly authorized agents or representatives.

Granite Rock Company (Bidder/Principal Name) By: natur (Typed or Printed Name VICE PASSIDENT + DECRETOR Title: (Attach Notary Public Acknowledgement of Principal's Signature) Western Surety Company (Surety Na By: act for Surety) (Sittinati of Attorn -In-I Attomey-in-fact Stacy M. Chinton, (Typed or Printed Name of Attorney-In-Fact) (Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification: and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.) Contact name, address, telephone number and email address for notices to the Surety Ms. Lindsay Machacek (Contacl Name) 555 Mission Street, Suite 200 (Street Address) San Francisco, CA 94105 (City, State & Zip Code) (<u>415</u>) <u>932-7171</u> (<u>415</u>) <u>932-7185</u> Telephone Fax lindsay.machacek@cnasurety.com (Empil address)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Venetia G Johnson, Donnalyn Revis, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Michael Landucci. **Robert Lee Murphy, Individually**

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed,

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicate the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate sent to be hereto affixed on this 18th day of January, 2017.

State of South Dakota County of Minnehaha

June 23, 2021

On this 18th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation. ²age 185 of 196

My commission expires J. MOHR NOTARY PUBLIC Möhr, Notary Publ CERTIFICATE I. L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed 2017 3rd March my name and affixed the seal of the said corporation this. day of



WESTERN SURETY COMPANY

WESTERN SURETY COMPANY

n. Assistant Secretary

RISK

S

Bruflat, Vice President

Form F4280-7-2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)	
Cou	nty of	Sonoma		_)	
On	March	3, 2017	before me,	Catherine A. Pinney, Notary Public	, .
••••		Date	<u> </u>	Here Insert Name and Title of the Officer	
personally appeared		Stacy	M. Clinton		
				Name(s) of Signer(s)	\square

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

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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

CATHERINE A. PINNEY Notary Public - California Sonoma County

Commission # 2148404 My Comm. Expires May 3, 2020

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

	Attached Document			
Title or Type o	f Document:	Document Date:		
Number of Pa	ges: Signer(s) Other Than	Named Above:		
Capacity(ies)	Claimed by Signer(s)			
Signer's Name		Signer's Name:		
Signer's Name:		Corporate Officer - Title(s):		
	Limited D General	🗆 Partner — 🗋	Limited 🔲 General	
	Attorney in Fact	🗆 Individual	Attorney in Fact	
	Guardian or Conservator	Trustee	□ Guardian or Conservator	
		Other:		
Signer Is Representing:		Signer Is Repre	senting:	
		بديمين من ا	• • •	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189 ~~~~

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Agreement #: Ag-6252 - Page 187 of 196

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

State of California County of <u>Sav Ha Chuz</u>) · · · · · · · · · · · · · · · · · · ·	
on March 6, 2017 Date	before me, <u>BWUNG WAQONCH, WORM PUBIC</u> Here Insert Name and Title of the Officer	.1
· ·	Name(s) of Signer(s)	
	Name(s) of Signer(s)	RISK

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



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

WITNESS my hand and official seal.

nana Maann Signature Signature of Notary Public.

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Documer		Document Date:		
		an Named Above:		
Capacity(ies) Claimed by Signer's Name: Corporate Officer — Tit Partner — C Limited Individual Atto Trustee Gua	le(s): □ General mey in Fact rdian or Conservator	Corporate Of Partner — Individual Trustee	fficer — Title(s):] Limited	
Other: Signer Is Representing:			esenting:	

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 I, ______Rodney Jenny ______the _____Executive Vice President ______of (Name) (Titte)

 _______GRANITE ROCK COMPANY ______, declare, state and certify that: (Contractor Name)

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

CERTIFIC

"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.

ATION OF WORKERS' COMPENSATION INSURANCE

Addendum No. 2 - Appendix A, Page 15

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

GRANITE ROCK COMPANY (Contractor Name) Bv:

Rodney Jenny, Executive Vice President

EXHIBIT C

Part III, Page 3

PERFORMANCE BOND

BOND NO. <u>30012131</u> PREMIUM: \$3,593.00

WHEREAS, The <u>City of Monterey</u>, (hereinafter designated as "Obligee") and <u>Granite Rock Company</u> (hereinafter designated as "Principal") have ontored into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated <u>May 11, 2017</u>, and identified as project <u>Citywide ADA Ramps and</u> is hereby referred to and made a part hereol; and <u>Street Reconstruction, Phase 4</u>

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

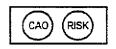
NOW. THEREFORE. We, the principal and <u>Western Surety Company</u> as surety, are held and firmly bound unto the hereinatter called "The Obligee," in the penal sum of <u>One Million One Hundred Ninety Seven</u> dollars (\$ 1,197,716.00 _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents. *Thousand Seven Hundred States & 00/100

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 11, 2017.

Grapite Rock Company Вý PRINCIPAL CED Ton Squar By: PRINCIPAL Western S TORNE Y-IN-FAC Stacy M. Clinton



Citywide ADA Ramps and Street Reconstruction, Phase 4 Agreement #: Ag-6252 - Page 189 of 196



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seat herein affixed hereby make, constitute and appoint

Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Venetia G Johnson, Donnalyn Revis, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Michael Landucci, Robert Lee Murphy, Individually

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of January, 2017.

WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

On this [8th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed parsuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

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BOUTH ON OF A

Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby chilify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereinato subscribed my name and affixed the seal of the said corporation this <u>11th</u> day of <u>May</u>, <u>2017</u>.

WESTERN SURETY COMPANY

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Pons F428072012 #: Ag-6252 - Page 190 of 196

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

RISK

EXHIBIT D

Part III, Page 4

PAYMENT (LABOR AND MATERIALS) BOND

Premium: Included in performance bond

BOND NO.: 30012131

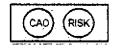
KNOW ALL MEN/WOMEN BY THESE PRESENT that we, <u>Granite Rock Company</u> as Principal (also referred to herein as "CONTRACTOR"), and <u>Western Surety Company</u> as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of <u>One Multion One Hundred Ninety Seven Thousand Seven Hundred Stateen</u> Dottars (\$ 1,197,716.00 _), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 4, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated <u>March 14, 2017</u>, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

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

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

Cilywide ADA Ramps and Simel Reconstruction, Phase 4 Agreement #: Ag-6252 - Page 192 of 196



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

11th	day of	May	. 20 17	
				• •
Western Surety Con	npany	- so the I	Granite Rock Company	
Surely 7	· L. A		Poincipal	
By: Al	Min	Z	1 hope	
Stacy M. Clinton, All	orney-in-lact		Tom Study CED	
Print Name/Title			Print Name/Title	
	uite 200 San Francisi		5225 Hellyer Avenue, Suite 220, San Jose, CA 95138	
Address			Address	
(415) 932-7171			(_408) 574-1400	
Telephone Numb	er -		Telephone Number	•
11-11-1-1-1-	·····		construction	
Indsay.machacek@c Email Address	anasurety.com		<u>esti mating c. graniterack.</u> Con Email Address	7

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

Cilywdd AbA Ramps and Street Reconstruction, Phase 4 Agreement #: Ag-6252 - Page 193 of 196

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EXHIBIT E

Addendum No. 2 - Appendix A, Page 10

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares: Executive I am the <u>Vice President</u> of <u>GRANITE ROCK COMPANY</u>, 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.

RISK C SO

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 <u>10th</u> day of <u>March</u>, 2017 in <u>Watsonville</u> [city], Santa Cruz County, California.

Signature

Rodney Jenny, Executive Vice President
Printed Name and Title



Addendum No. 2 - Appendix A, Page 11

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 <u>10th</u> day of <u>March</u>, 2017 in <u>Watsonville</u> [city], <u>Santa Cruz</u> County, California.

Signature

Rodney Jenny, Executive Vice President
Printed Name and Title



EXHIBIT G

Addendum No. 2 - Appendix A, Page 12

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

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

Signature

Rodney Jenny, Executive Vice President
Printed Name and Title

<u>March 10, 2017</u> Date Rist R