

PUBLIC WORKS CONTRACT (Formal Bid)

Lower Presidio Historic Park Improvements Project (30n1630, 32n1724, 34n0530)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 26 day of July, 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and GRANITE CONSTRUCTION COMPANY hereinafter referred to as the "Contractor";

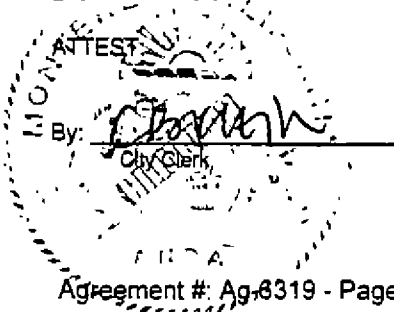
WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for **Lower Presidio Historic Park Improvements (30n1630, 32n1724, 34n0530)**. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated **June 6, 2017**, for the Base Bid and Additive Alternative 1 in an amount not to exceed **Six Hundred Sixty One Thousand Five Hundred Twenty Two dollars (\$661,522 .00)** plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. **TIME OF PERFORMANCE.** The work under this contract shall commence within **fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of sixty (60) working days** from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on June 20, 2017 by Resolution 17-100 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (labor and materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

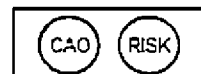


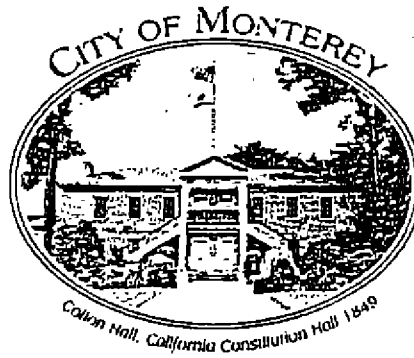
CITY OF MONTEREY:

By: [Signature]
City Manager, or his designee

GRANITE CONSTRUCTION COMPANY

By: Kenneth B. Olson, Assistant Secretary





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

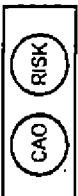
Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

Project 34N0530 – Corporal Ewing Crosswalk Improvements

FORMAL BID

This is a Neighborhood Improvement Project



TECHNICAL SPECIFICATIONS APPROVED BY:

ENGINEER

DATE:

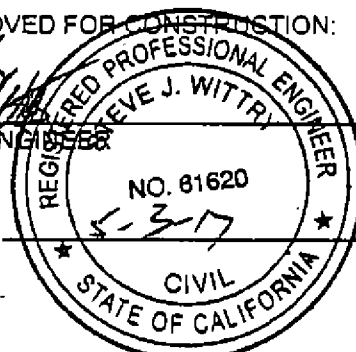
Jeff Nantz

5-3-2017

APPROVED FOR CONSTRUCTION:

CITY ENGINEER

DATE:



Master Specification Revision: 02/03/2017

Project Specification Revision:



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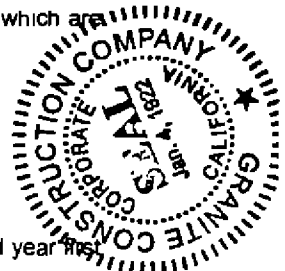
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5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
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 - D. Payment Bond (labor and materials)
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CITY OF MONTEREY:

GRANITE CONSTRUCTION COMPANY

By: [Signature]
City Manager, or his designee

By: [Signature]
Kenneth B. Olson, Assistant Secretary

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LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

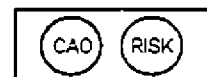
Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

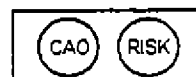
Project 34N0530 – Corporal Ewing Crosswalk Improvements

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[Use this page when needed to ensure Part I begins on an odd numbered page]

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

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m.; June 6, 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 ***Lower Presidio Park Improvements (Serra Monument Walking Path 30n1630, Sloat Monument Walking Path 32n1724, Corporal Ewing Crosswalk Improvements 34n0530)*** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, clearing and grubbing, sawcutting, demolition of existing improvements, grading, curb and gutter, concrete parking stalls, asphalt conforms, Decomposed Granite walkway, pavement markings, erosion control, ramps and handrails, and construction of new colored concrete walking paths. Work also includes stormwater control, tree protection, benches, and picnic table.

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

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

SPECIFICATIONS AND BID FORMS

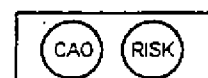
Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard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

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 2:00 PM on May 23, 2017 at the project site, Lower Presidio Park adjacent to Serra Monument, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions.

PREVAILING WAGES

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



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

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

BID BOND

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

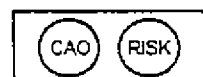
BID VALIDITY

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

RESPONSIBLE BIDDER

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

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



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

BID REJECTION

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

UNBALANCED BID

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

BIDDER PROTEST

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

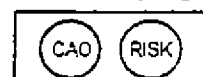
INTERPRETATION OF SPECIFICATIONS

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

If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48)

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Agreement #: Ag-6319 - Page 10 of 133



hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

DEFINITIONS

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

<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.
<u>ENGINEER OR CITY ENGINEER</u>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
<u>BIDDER:</u>	Party submitting a bid for consideration by the City of Monterey.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of the City of Monterey.
<u>PLANS:</u>	The project plans referred to herein.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.
<u>STANDARD SPECIFICATIONS:</u>	Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.
<u>STANDARD PLANS:</u>	Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
<u>CBC:</u>	California Building Codes, latest edition as adopted by the City of Monterey.
<u>IBC:</u>	International Building Codes, latest edition.

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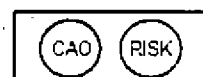
LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS (30N1630, 32N1724, 34N0530)**CITY OF MONTEREY****PART II: PROPOSAL**

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Sawcut AC Pavement	160	LF		
5	Remove AC Pavement	80	CF		
6	Sawcut Concrete Pavement	79	LF		
7	Remove Concrete Pavement	191	SF		
8	Clearing and Grubbing	40,510	SF		
9	Earthwork (Import Fill)	2,800	CY		
10	Clean Channel and Grout 16" PVC SDR 18 Pipe	1	LS		
11	Geotextile Separation Fabric	6,000	SF		
12	Integral Color Reinforced Concrete Walkway	8,060	SF		
13	Concrete Sidewalk, Curb Ramp, and Accessible Parking	591	SF		
14	Curb Ramp Detectable Warning Surface	99	SF		
15	Hot Mix Asphalt (Type A)	840	SF		
16	Pavement Markings (2-coat paint)	129	SF		
17	Furnish and Install Accessible Parking Sign (Surface-Mount)	2	EA		
18	Galvanized Tubular Hand Railing	1,380	LF		
19	Install ADA Compliant Bench	6	EA		



20	New ADA Compliant Picnic Table	2	EA		
21	Wheelstops	3	EA		
22	Broadcast Seed	40,000	SF		
23	Construction Surveying	1	LS		
24	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 24) (In Words)					(In Figures)
_____					\$

ADDITIVE ALTERNATE #1 (CORPORAL EWING CROSSWALK)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
25	Cold Plane AC Pavement (2" Depth)	150	SF		
26	Remove Existing D.G. and Headers	1	LS		
27	Clearing and Grubbing	750	SF		
28	Earthwork	1	LS		
29	Geotextile Separation Fabric	750	SF		
30	Granite Stone Border	5	TON		
31	Controlled Density Fill	10	CY		
32	Threaded Bar Assembly	8	EA		
33	Redwood Header	100	LF		
34	Stabilized D.G. Walkway	520	SF		
35	Hot Mix Asphalt (Type A)	450	SF		
36	Pavement Markings (2-coat paint)	146	SF		
37	Wood Mulch (1"-Depth)	700	SF		
38	Broadcast Seed	1,000	SF		
TOTAL ADD. ALT. #1 BID (ITEMS 25 THROUGH 38) (Written in Words):					(Figures)
_____					\$

ADDITIVE ALTERNATE #2 (PAINT SLOAT MONUMENT PATH HAND RAILS)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
39	Paint Sloat Monument Path Hand Rails	1	LS		
TOTAL ADD. ALT. #2 BID (ITEM 39) (Written in Words): _____					(Figures) \$

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1 and 2 (ITEMS 1 THROUGH 39) (Written in Words) _____ _____	(In Figures) \$
--	------------------------

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 39).

BID ITEM DESCRIPTIONS

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

1. Mobilization and Demobilization

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

2. Storm Water Compliance

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

3. Traffic Control

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

4. Sawcut AC Pavement

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to sawcut asphalt concrete pavement as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No payment shall be made for sawcutting asphalt concrete pavement where payment is covered in the unit price for traffic detector loops.

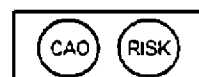
5. Remove AC Pavement

Measurement and payment for this item shall be on a per cubic foot basis, calculated based on the areas and depths shown on the Plans, plus any change ordered by the Engineer. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of asphalt concrete pavement, and base material as required, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

6. Sawcut Concrete Pavement

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Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete pavement as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

7. Remove Concrete Pavement

Measurement and payment for this item shall be on a per square foot 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 pavement, and the base material as required, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

8. Clearing and Grubbing

Measurement and payment for this item shall be on a square foot basis. The work shall include, but not be limited to, clearing and weed whipping ground surface, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

9. Earthwork (Import Fill)

Measurement and payment for this item shall be on a cubic yard basis. The work shall include, but not be limited to, importing soil compaction, and finish grading, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10. Clean Channel and Grout 16" PVC SDR 18 Pipe

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removing debris from the concrete channel, installing 35 LF of 16" PVC SDR 18 pipe and grouting the space between the pipe and the channel, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

11. Geotextile Separation Fabric

Measurement and payment for this item shall be on a square foot basis. The work shall include, but not be limited to, furnishing and placing geotextile separation fabric as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

12. Integral Color Reinforced Concrete Walkway

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing an integral color reinforced concrete walkway, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

13. Concrete Sidewalk, Curb Ramp and Accessible Parking

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing concrete ramp, sidewalk, curb ramps, and accessible parking, including concrete, reinforcing and doweling, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

14. Curb Ramp Detectable Warning Surface

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of truncated dome detectable warning surface (DWS), as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

15. Hot Mix Asphalt (Type A)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a Hot Mix Asphalt (HMA) using a maximum aggregate size of 1/2". No recycled asphalt product (RAP) shall be used the final lift as part of this payment item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

16. Pavement Markings (2-coat paint)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markings, and application of painted or thermoplastic markings, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

17. Furnish and Install Accessible Parking Sign (Surface Mount)

Measurement and payment for this item shall be on a per each basis, and each individual sign installation will 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 stage construction. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and installing new sign panels on 2"-diameter galvanized steel pipe, and surface-mounting the pipe to concrete pavement, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

18. Galvanized Tubular Hand Railing

Measurement and payment for this item shall be on a per linear foot basis, measured by the linear foot from end to end measured along the face of the rail elements without allowance for overlap at rail splices. Full compensation for furnishing connections and hardware, and for mounting the railing as shown on the Plans, shall be considered as included in the price paid for the railing and no additional compensation will be allowed therefor. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for doing all the work involved in constructing and installing the railings, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

19. Install ADA Compliant Bench

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for installing ADA Compliant Bench, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

20. New ADA Compliant Picnic Table

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for installing ADA Compliant Picnic Table, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

21. Wheelstops

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and installing precast concrete wheelstops, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

22. Broadcast Seed

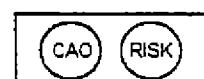
Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and broadcasting seed as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

23. Construction Surveying

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

24. 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.



ADDITIVE ALTERNATE #1**25. Cold Plane AC Pavement (2" Depth)**

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary for the removal of asphalt concrete pavement including any pavement markers, traffic stripes, and pavement markings within the area of cold planning, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

26. Remove Existing D.G. and Headers

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, the furnishing all labor, materials, tools, equipment, and incidentals necessary for removing of decomposed granite, and wood headers and geotextile material, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

27. Clearing and Grubbing

Measurement and payment for this item shall be on a square foot basis. The work shall include, but not be limited to, clearing and weed whipping ground surface, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

28. Earthwork (Import Fill)

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, importing soil compaction, and finish grading, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

29. Geotextile Separation Fabric

Measurement and payment for this item shall be on a square foot basis. The work shall include, but not be limited to, furnishing and placing geotextile separation fabric as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

30. Granite Stone Border

Measurement and payment for this item shall be on a per ton basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for constructing a granite stone border, including furnishing, hand placing and grouting stones, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

31. Controlled Density Fill

Measurement and payment for this item shall be on a per cubic yard basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and installing controlled density fill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

32. Threaded Bar Assembly

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and installing threaded bar assembly including all associated washers and nuts, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

33. Redwood Header

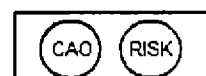
Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and installing redwood headers, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

34. Stabilized D.G. Walkway

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and installing stabilized decomposed granite, as shown on the plans, and as specified in the Standard Specifications, these

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Special Provisions, and as directed by the Engineer.

35. Hot Mix Asphalt (Type A)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a Hot Mix Asphalt (HMA) using a maximum aggregate size of ½". No recycled asphalt product (RAP) shall be used the final lift as part of this payment item. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

36. Pavement Markings (2-coat paint)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markings, and application of painted or thermoplastic markings, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

37. Wood Mulch (1" Depth)

Measurement and payment for this item shall be on a per square foot. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for furnishing and placing wood mulch, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

38. Broadcast Seed

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for furnishing and broadcasting seed as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

ADDITIVE ALTERNATE #2

39. Paint Sloat Monument Path Hand Rails

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals involved in the preparation of surfaces to receive paint and application of paint to Sloat Monument Path hand rails, including posts and plates, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

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.

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

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

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

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$100,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

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

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

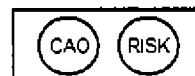
Email: _____

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

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

Signature

Printed Name and Title



ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA (Please acknowledge with initials)**DATE RECEIVED**

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

BIDDER'S STATEMENT OF QUALIFICATIONS

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

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

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

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

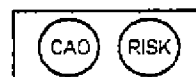
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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

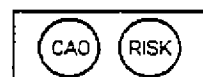
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this

_____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



LOCAL HIRING REQUIREMENT

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

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

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

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

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

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

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

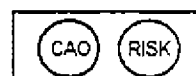
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Prime Contractor – To be Submitted with Bid)

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

Signature

Printed Name and Title

Date



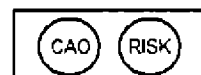
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)

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

Signature

Printed Name and Title

Date



BID BOND
(To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

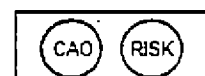
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award.

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

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

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

[CONTINUED NEXT PAGE]



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

<p align="center">_____ (Bidder/Principal Name)</p>	
By:	_____
	(Signature)

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

<p align="center">_____ (Surety Name)</p>	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-In-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

<p align="center">Contact name, address, telephone number and email address for notices to the Surety</p>	

(Contact Name)	

(Street Address)	

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

(Email address)	

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

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

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

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

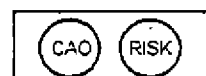
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)



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[Use this page when needed to ensure Part III begins on an odd numbered page]

PART III: GENERAL PROVISIONS
FORMAL BID (\$100,000 and over)

BIDDING**JOB SITE AND DOCUMENT EXAMINATION**

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

BID DOCUMENT COMPLETION

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

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

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

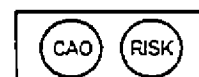
CONTRACT AWARD AND EXECUTION**CONTRACT AWARD**

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

CONTRACT EXECUTION

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

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



SAMPLE PUBLIC WORKS CONTRACT
SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)

Lower Presidio Historic Park Improvement Project (30N1630 , 32N1724 , 34N0530)

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

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [Insert Project Name]. Work is to be as set out in the [Plans and] Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day, Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) plus a sum of up to [10%] for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within [fourteen (14)] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [Insert no. of construction days (##)] calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [Month Day, Year] by Resolution [## ###] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. <u>[Plans and]</u> Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (Labor and Materials)	Local Residents <u>[Delete if project is federally funded]</u>

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

ATTEST:

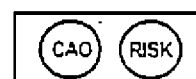
CITY OF MONTEREY:

[INSERT CONTRACTOR NAME]:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: _____
[Insert Name, Title]



PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

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

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

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

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

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

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

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT



PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

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

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

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

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



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

_____ day of _____, 20_____.

Surety

Principal

By: _____

By: _____

Print Name/Title

Print Name/Title

Address

Address

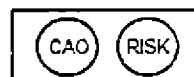
(_____) _____
Telephone Number

(_____) _____
Telephone Number

Email Address

Email Address

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



SCOPE OF WORK

INTENT

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

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

CHANGES AND EXTRA WORK

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

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

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

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

CLEANUP

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

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

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

CONTROL OF WORK

CONTRACT COMPONENTS

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

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

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

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

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

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

ENGINEER'S AUTHORITY

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

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

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

ASSIGNMENT

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

SUBCONTRACTING

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

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

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

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

REPRESENTATIVE

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

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

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

EQUIPMENT

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

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

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

PROPERTY AND FACILITY PRESERVATION

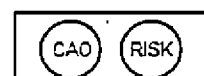
Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property,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

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

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

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Agreement #: Ag-6319 - Page 44 of 133



CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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

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

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

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

EMPLOYEES

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

CONTROL OF MATERIALS

GENERAL

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

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

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

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

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

MATERIAL SOURCE

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

QUALITY

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

GUARANTEE

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

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

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**LAWS**

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

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

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

NONDISCRIMINATION

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

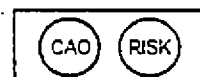
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor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

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

LABOR CODE

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

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



WAGES

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

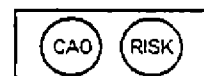
The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not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

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

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

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

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

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

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

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

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

CERTIFIED PAYROLL RECORDS

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

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio



thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

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

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

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

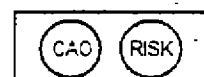
EXCAVATION SAFETY

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

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

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

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



PUBLIC CONVENIENCE AND PUBLIC SAFETY

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

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

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

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

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

WORKER'S COMPENSATION

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

PATENTS

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

RIGHT OF PROPERTY

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

INCREASED FORCE

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

LIABILITIES

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

PROSECUTION AND PROGRESS**GENERAL**

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

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

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

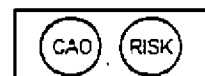
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

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

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

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which



shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

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

PAYMENT

GENERAL

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

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

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

PROGRESS PAYMENTS

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

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

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

of the value of all work done.

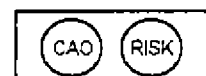
The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions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

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

PAYMENT AFTER CONTRACT ACCEPTANCE

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

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



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[Use this page when needed to ensure Part III begins on an odd numbered page]

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

Project 34N0530 – Corporal Ewing Crosswalk Improvements

PART IV: SPECIAL PROVISIONS

A. GENERAL

The work, in general, consists of Lower Presidio Park Improvements (Serra Monument Walking Path 30n1630, Sloat Monument Walking Path 32n1724, Corporal Ewing Crosswalk Improvements 34n0530). The work shall include, but not be limited to, , clearing and grubbing, sawcutting, demolition of existing improvements, grading, curb and gutter, concrete parking stalls, asphalt conforms, Decomposed Granite walkway, pavement markings, erosion control, ramps and handrails, and construction of new colored concrete walking paths, . Work also includes stormwater control, tree protection, benches, and picnic table.

B. PLANS AND SPECIFICATIONS

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

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

C. CONTRACT BONDS

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

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

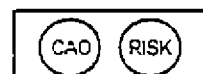
The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of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

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

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

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

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



contract has been awarded to him.

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

D. TIME LIMITS

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

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

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **60 working days** from the effective date of the Notice to Proceed.

E. LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

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

\$5 per vehicle/space per day (non meter space):

Lighthouse Avenue
Downtown Area
All other restricted/enforced area on-street.

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

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

F. SITE INSPECTION

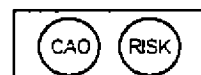
It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

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;

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labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

G. SUBMITTALS

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

Submittal Format:

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

Submittal Content and Product Data:

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

H. CONSTRUCTION SURVEYS

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

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

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

I. 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.

J. CONSTRUCTION QUALITY CONTROL

Definitions

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

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

Contractor Responsibility

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

The Quality Control Plan

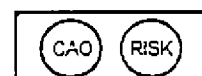
Quality Control Plans and Procedures.

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

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

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work; and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by



City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

- a. Tests and Inspections:

- Sub-grade compaction
- Aggregate placement and compaction
- Forms Placement
- Reinforcing bar placement
- Fill Material (if applicable)
- Pipe placement
- Welding (if applicable).
- High Strength Fasteners and Bolts
- Epoxy (if applicable)
- Seed placement

- b. Materials and Materials Certification:

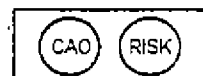
- Aggregate Base
- Stabilized DG
- Hot Mix Asphalt/Asphalt Concrete
- Concrete
- Reinforcing Bar
- Pipe Material
- Trench backfill material
- Lumber
- SDR pipe
- Slurry backfill
- Control density fill
- Seed

- c. Daily Reports

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

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

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



and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

K. GUARANTEE

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

L. 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.).

M. PUBLIC SAFETY AND PROTECTION OF THE WORK

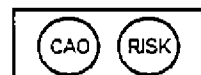
The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate 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-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

N. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost

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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.

O. INSURANCE

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

MINIMUM SCOPE AND LIMITS OF INSURANCE

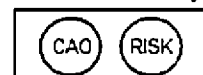
Coverage shall be at least as broad as:

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

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

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to



the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES -If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

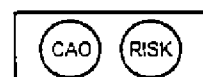
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are



to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

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

SPECIAL RISKS OR CIRCUMSTANCES

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

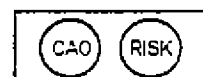
RESOLUTION OF CONSTRUCTION CLAIMS – Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies 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:

I, _____, 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/OR OTHER LEGAL 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.

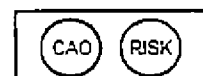


- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, 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 Section 20104.4 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 present 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.

P. RESOLUTION OF CONSTRUCTION CLAIMS – Applies to 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 Q above which applies to all 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 Q.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 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.

Q. 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.

R. 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 twelve 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.

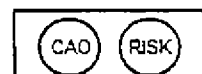
It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; 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.

S. CONSTRUCTION PROCEDURE

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

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in



advance of any construction impacts.

3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

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

T. 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:

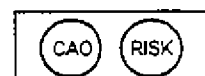
1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel. Exception: Corporal Ewing road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

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at:

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

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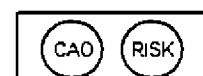


<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>

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

Traffic Control Plans shall contain the following notes:

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



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

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

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

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

U. CONSTRUCTION PROJECT SIGNS

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

V. 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.

W. 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.

X. 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.

Y. 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.

Z. DUST CONTROL

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

AA. 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.

BB. 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.

CC. 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.

DD. RECORD DRAWINGS

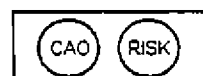
A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during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

EE. ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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

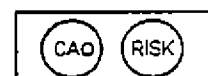
"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than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



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

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

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



Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

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

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

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

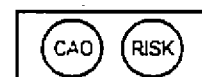
- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

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

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

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

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site



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

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

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

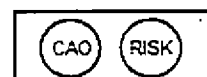
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to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

FF. TREE PROTECTION REQUIREMENTS

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

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

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



- parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
 6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
 7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
 8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
 9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
 10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.

11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>
12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.

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LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

Project 34N0530 – Corporal Ewing Crosswalk Improvements

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.

ASPHALT PAVEMENT

Asphalt Concrete pavement shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.

CURB AND GUTTER

Curb and gutter shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut shall be to a minimum depth of 6 inches, or to full depth, whichever is less.

SIDEWALK

Sidewalk shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 2 inches.

DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT

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

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

COLD PLANING ASPHALT CONCRETE PAVEMENT

Cold planing asphalt concrete pavement shall conform to the provisions in Section 39-3.04, "Cold Planing Asphalt Concrete Pavement" of the Standard Specifications.

DEMOLITION AND DISPOSAL OF CONCRETE CURBS, GUTTERS, DRIVEWAYS, AND SIDEWALKS

Removal of Portland cement concrete curbs, gutters, driveways, and sidewalks shall conform to the provisions in Section 15-3, "Removing Concrete," of the Standard Specifications.

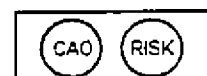
Portland cement concrete areas to be removed shall be sawcut to a neat edge as required by these Specifications. Sawcut lines shall coincide with existing joints, where possible.

EARTHWORK

All earthwork shall be done in accordance with Section 19 of the State Standard Specifications and these Special Provisions.

The provisions in the second paragraph of Section 19-5.03B, "Relative Compaction (95 Percent)," of the Standard Specifications are amended as follows: over-excavation and recompaction is not required.

Imported soil shall be free of organics, debris and deleterious materials, shall not contain any rocks or clods over 3 inches in maximum dimension, and shall not contain over 15 percent by weight rocks larger than 1-1/2 inches.



Imported soil shall be non-expansive, shall be predominantly granular, and shall have a plasticity index of 15 or less.

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.

CONTROLLED DENSITY FILL

Controlled density fill shall be Slurry Cement Backfill conforming to the provisions in Section 19 of the Standard Specifications.

CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications.

HOT MIX ASPHALT

Hot mix asphalt (HMA) includes but is not necessarily limited to the following work:

1. Liquid Asphalt (Prime Coat) and Asphaltic Emulsion (Paint Binder) shall be included as part of this item.
2. Prime Coat shall be Grade SC-70.
3. Asphalt Emulsion (Paint Binder) shall be SS-1 with 60% with water.
4. Hot mix asphalt shall conform to Section 39 of the Standard Specifications and these Special Provisions. Asphaltic concrete shall be Type A. **No reclaimed asphalt pavement (RAP) shall be used in the finished top lift of Hot Mix Asphalt.** Reclaimed Hot Mix Asphalt may not be used for leveling lifts.
 - Aggregate for lifts 2" or less and base course paving shall conform to 1/2 inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications.
 - Aggregate for lifts greater than 2", other than finished top lifts, and base course paving shall conform to 3/4 inch maximum, medium grading as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications
 - The asphalt binder shall be PG-64-10, and the amount to be mixed with the aggregate shall be between 5 and 7 percent by weight of dry aggregate. The exact amount will be determined by the Contractor by using California Test Method 367. The mix design obtained by the Contractor shall be reviewed and approved by the Engineer.
 - Tack coat shall be applied to aggregate base, all vertical surfaces, and between lifts at the rates shown in the following table. Application shall conform to the applicable sections of the Standard Specifications.

Tack Coat Application Rates

HMA Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/QQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing HMA and PCC pavement	0.03	0.04	0.03
Planned Pavement	0.06	0.07	0.05

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

CONCRETE CURBS, GUTTERS AND SIDEWALKS

Concrete curbs, gutters, sidewalk, curb ramps, and sidewalk crossings (driveways) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, the Project Plans, and these Specifications.

Concrete curbs, gutters, sidewalk, curb ramps, and sidewalk crossings (driveways) shall be dowelled in accordance with the details shown on the plans. 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 concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. The Contractor is encouraged to provide sufficient notice to the Engineer so that the Engineer's schedule will not cause the Contractor's operations to be delayed. The Engineer may direct minor adjustments to the forms, at no cost to the City.

DETECTABLE WARNING SURFACE

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

Full compensation for constructing or furnishing and installing detectable warning surfaces shall be considered as included in the contract price paid for the Curb Ramp and no separate payment will be made therefor.

REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

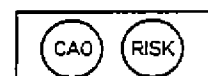
DOWEL BARS

Dowel bars shall be Grade 40 or 60 plain, round, smooth steel as shown on the plans and the provisions in Section 52. Dowel bars shall be placed as shown on the plans.

Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete. Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one gallon per 15 square yards.

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

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TUBULAR RAILING

Tubular railing shall conform to the provisions in Section 83, "Railings and Barriers" and Section 75, "Miscellaneous Metals" of the Standard Specifications.

Railing shall be fabricated from standard steel pipe of the sizes shown on the plans. Pipe shall conform to ASTM A53, Type S, Grade A.

The finished railing system shall be hot-dipped galvanized after fabrication according to the provisions in Section 75-1.05, "Galvanizing" of the Standard Specifications.

Workmanship shall be equivalent to commercial practices and all edges, bolt holes and surfaces shall be free of torn metal, burs, sharp edges and protrusions.

Railing bends shall be free from buckles and twists.

SUBMITTALS

1. Submit shop drawings for all railing systems, including splices, attachments, and anchoring systems.
2. Show all details and dimensions not governed by field conditions.
3. Indicate all field measurements.

WELDING

Perform welding in accordance with AWS Code D1.1 and D1.3. Welds shall only be made by operators experienced in performing the type of work indicated. Welds normally exposed to view in finished work shall be uniformly made and ground smooth.

Field welding is not allowed.

PAINTING (ADDITIVE ALTERNATE #2)

Apply two coats of light brown or tan exterior grade latex paint to the finished, galvanized railing in accordance with Section 59-3, "Painting Galvanized Surfaces", and 91-2, "Paints for Metal" of the Standard Specifications.

WHEELSTOPS

Wheelstops shall be precast concrete, 48 inches long and 5 inches high (nominal), with consolidated concrete or finished faces. Anchor wheel stops to pavement using epoxy cement and two 10"-long #4 rebars driven into the pavement.

ROADSIDE SIGNS

Existing roadside signs, where shown on the plans to be relocated, shall be removed and relocated as shown on the plans and as directed by the Engineer.

New signs shall be set as directed by the engineer. Existing signs shall be removed, salvaged and installed at new locations shown as directed by the Engineer.

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

Signs shall be placed as directed by the Engineer. Sign 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.

Signs shall be surface mounted as shown on the Plans.

WOOD MULCH

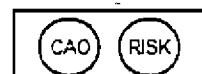
Wood mulch shall conform to Section 20-5.03E of the Standard Specifications.

STABILIZED DECOMPOSED GRANITE

Stabilized decomposed granite shall conform to Section 20-5.03D of the Standard Specifications, except that

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

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decomposed granite shall be a uniform tan color similar to the existing adjacent decomposed granite paths.

REDWOOD HEADERS

Redwood headers shall be constructed as shown on the plans and as specified by the Engineer. Redwood shall be preservative-treated in accordance with AWPAs designation UC4A.

PAVEMENT MARKINGS

Pavement markings shall conform to Section 84-2 "Traffic Stripes and Pavement Markings" of the Standard Specifications.

GEOTEXTILE FABRIC

Geotextile fabric shall be Filter Fabric Type "A" and conform to Section 96 of the Standard Specifications.

SITE FURNISHINGS

All site furnishings shall be located as shown on the Drawings. Review all site furnishing locations prior to proceeding with any installation. Adjustments shall be made as approved by the Engineer. Site furnishings shall be installed per manufacturer's recommendations and as shown on the Drawings and as specified herein

Picnic Table

Manufacturer: DuMor

Model #: 76- PL 3

Description: Surface mounted

Finish / color: Cedar color

Distributor/Contact: Ross Recreation (855) 892-3240

Bench

Manufacturer: DuMor

Model #: 106 SERIES – 3AR

Description: Surface mounted

Finish / color: Black color

Distributor/Contact: Ross Recreation (855) 892-3240

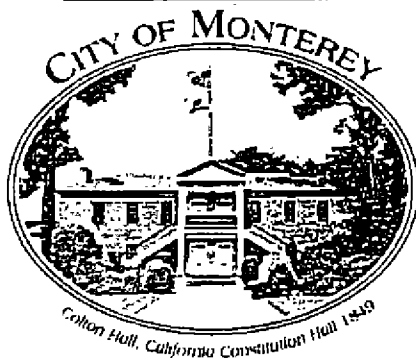
RECORD DRAWINGS

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 "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 As-Built drawings.

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

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[Use this page when needed to ensure the last page is even or the Appendix begins on an odd numbered page]

APPENDIX A**BID PROPOSAL FORMS**

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET
FOR
LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path
Project 32N1724 – Sloat Monument Walking Path
Project 34N0530 – Corporal Ewing Crosswalk Improvements

Submit the following items unbound:

ITEM**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
7. Noncollusion Declaration
8. Debarment and Suspension Certification
9. Certification of Good-Faith Effort (Prime)
10. Bid Bond
11. Certification of Workers' Compensation Insurance

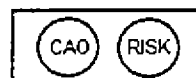
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

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

By: _____
Company Name

Signature

Date



LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

Project 34N0530 – Corporal Ewing Crosswalk Improvements

CITY OF MONTEREY

PART II: PROPOSAL

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Sawcut AC Pavement	160	LF		
5	Remove AC Pavement	80	CF		
6	Sawcut Concrete Pavement	79	LF		
7	Remove Concrete Pavement	191	SF		
8	Clearing and Grubbing	40,510	SF		
9	Earthwork (Import Fill)	2,800	CY		
10	Clean Channel and Grout 16" PVC SDR 18 Pipe	1	LS		
11	Geotextile Separation Fabric	6,000	SF		
12	Integral Color Reinforced Concrete Walkway	8,060	SF		
13	Concrete Sidewalk, Curb Ramp, and Accessible Parking	591	SF		
14	Curb Ramp Detectable Warning Surface	99	SF		
15	Hot Mix Asphalt (Type A)	840	SF		
16	Pavement Markings (2-coat paint)	129	SF		
17	Furnish and Install Accessible Parking Sign (Surface-Mount)	2	EA		



18	Galvanized Tubular Hand Railing	1,380	LF		
19	Install ADA Compliant Bench	6	EA		
20	New ADA Compliant Picnic Table	2	EA		
21	Wheelstops	3	EA		
22	Broadcast Seed	40,000	SF		
23	Construction Surveying	1	LS		
24	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 24) (In Words)					(In Figures)
_____					\$

ADDITIVE ALTERNATE #1 (CORPORAL EWING CROSSWALK)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
25	Cold Plane AC Pavement (2" Depth)	150	SF		
26	Remove Existing D.G. and Headers	1	LS		
27	Clearing and Grubbing	750	SF		
28	Earthwork	1	LS		
29	Geotextile Separation Fabric	750	SF		
30	Granite Stone Border	5	TON		
31	Controlled Density Fill	10	CY		
32	Threaded Bar Assembly	8	EA		
33	Redwood Header	100	LF		
34	Stabilized D.G. Walkway	520	SF		
35	Hot Mix Asphalt (Type A)	450	SF		
36	Pavement Markings (2-coat paint)	146	SF		
37	Wood Mulch (1"-Depth)	700	SF		
38	Broadcast Seed	1,000	SF		
TOTAL ADD. ALT. #1 BID (ITEMS 25 THROUGH 38) (Written in Words):					(Figures)
_____					\$

ADDITIVE ALTERNATE #2 (PAINT SLOAT MONUMENT PATH HAND RAILS)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
39	Paint Sloat Monument Path Hand Rails	1	LS		
TOTAL ADD. ALT. #2 BID (ITEM 39) (Written in Words): _____					(Figures) \$

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1 and 2 (ITEMS 1 THROUGH 39) (Written In Words) _____ _____	(In Figures) \$
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 39).

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

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

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

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

_____ COUNTY, CALIFORNIA, ON _____, 201____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

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

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

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

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

BIDDER'S STATEMENT OF QUALIFICATIONS

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

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

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

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

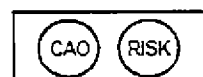
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



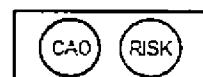
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Prime Contractor – To be Submitted with Bid)

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

Signature

Printed Name and Title

Date



BID BOND
(To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: [INSERT PROJECT NAME AND CODE]

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

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

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

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

[CONTINUED NEXT PAGE]

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

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

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

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

	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

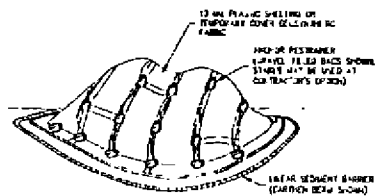
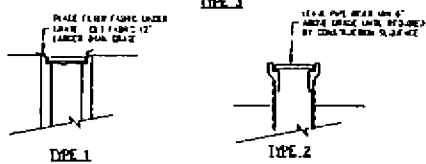
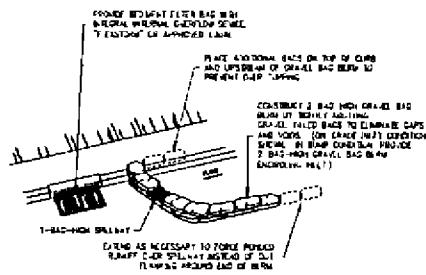
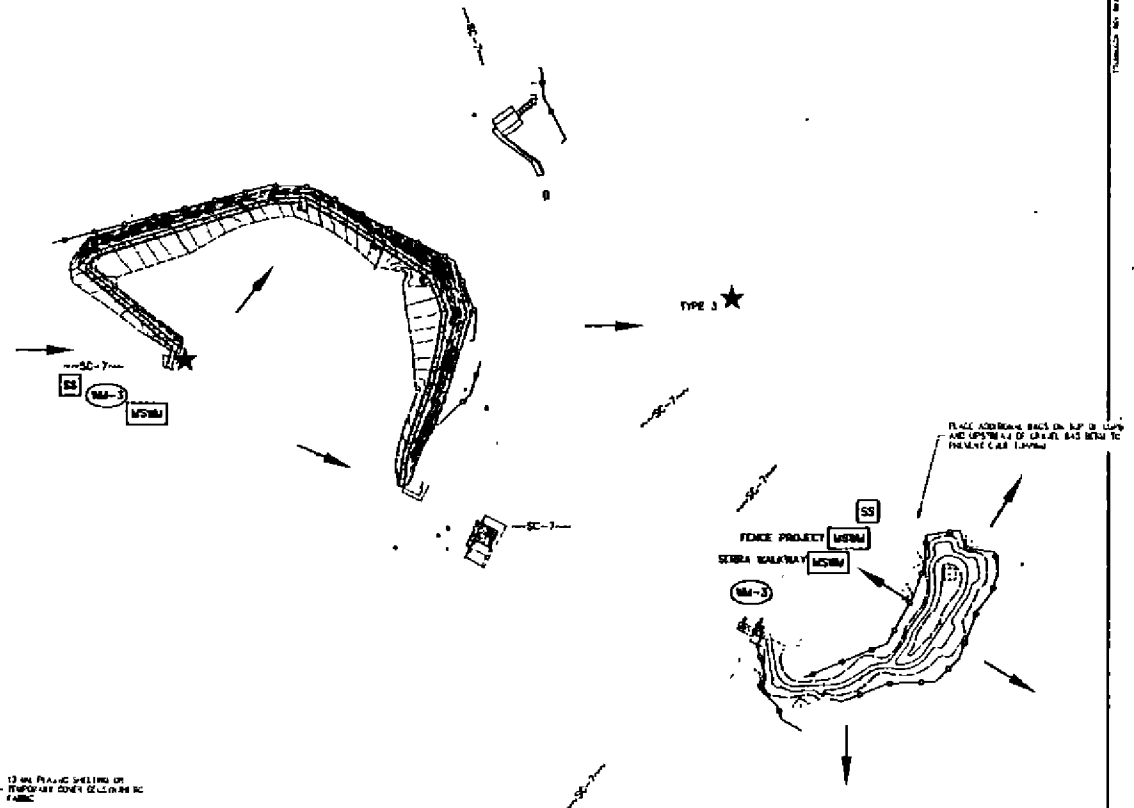
(Street Address)	

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

(Email address)	

LEGEND

SYMBOL	SWP #	DESCRIPTION
—	SC-1	EARTH DITCH, DRAINAGE SWALES AND LINED DITCHES
—	SC-2	FLARE BOLL
—SC-7—	SC-3	SWEEP SWEEPING
★	SC-4	INLET PROTECTION
□	SS-1, SS-2, SS-3, SS-4, SS-5, SS-6	SOIL STABILIZATION (PRE-OR ON ALL DISTURBED SOILS)
MSWM	WM-1	WASTE STORAGE AND WASTE MANAGEMENT AREA
WM-3	WM-3	TEMPORARY SIGNATURES
SS	WM-5	STANDARD FACILITIES
→		DIRECTION OF DRAINAGE



NOTES:
 1. PROVIDE TYPE 1 INLET PROTECTION AT ALL INLETS IF OTHER TYPE NOT PROVIDED.
 2. TYPE 1 INLET PROTECTION MAY BE PROVIDED IN LIEU OF TYPE 1 AT CONSTRUCTION SITES.
 3. TYPE 1 INLET PROTECTION SHALL BE PROVIDED FOR ALL EXISTING AND PROPOSED PUBLIC STORM DRAIN INLETS, AND ANY PRIVATE INLETS WHICH ARE TO REMAIN IN SERVICE DURING CONSTRUCTION.

CITY OF MONTEREY
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 580 PACIFIC STREET, MONTEREY, CA 93940
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 8699 Blue Lagoon Lane • Suite 105 • Monterey, CA 93940
 831 848-8225 • Fax 831 373-4088
 CIVIL ENGINEERING LAND SURVEYING PROJECT MANAGEMENT

WM-3 TEMPORARY COVER ON STOCKPILE
 SCALE: NONE

- NOTES:
1. NO EXCAVATION OR DRIVING INTO THE SOIL IS ALLOWED. PLACE TORN ROLLS BELOW TOP OF PROPOSED FILL AND REPAIR WITH SAND BAGS EVERY 10'. PLACE TORN ROLLS ON LEVELS, CON. CURB OR ON SLOPE WITH 3:1 OR BETTER.
 2. CONCRETE PILES SHALL BE OFF-HALTED IN THE DELIVERY TRUCK. A CONCRETE WASTE MANAGEMENT AREA IS THEREFORE NOT REQUIRED.
 3. STANDARD CONSTRUCTION TEMPORARY IS NOT PROVIDED. PROVIDE MEDIA BAG SWEEPING INSTALLED AS REQUIRED.

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS
 SAN GABRIEL WASTE MANAGEMENT AND LANDFILL PATH 100' OF EXISTING TEMPORARY ROLL-BAG PATH
 SHOWN COMPARED TO EXISTING CONDITIONS & IMPROVEMENTS

TEMPORARY WATER POLLUTION CONTROL PLAN

DATE: 11/28/14
 DATE: 11/28/14
 SHEET: C5.2
 OF: 11/28/14

WATER POLLUTION CONTROL PLAN NOTES

13-2 WATER POLLUTION CONTROL PROGRAM (AS APPLICABLE)
THE FOLLOWING NOTES ARE AN EXCERPT FROM SECTION 13 OF THE STATE STANDARD SPECIFICATIONS. SEE CALTRANS 2010 SPECIFICATIONS FOR THE COMPLETE DESCRIPTION AND REQUIREMENTS OF SECTION 13 AND THE PROJECT SPECIFIC WPPC ATTACHED TO THE SPECIFICATIONS.

13-201 GENERAL

13-201A SUMMARY

SECTION 13-2 INCLUDES SPECIFICATIONS FOR DEVELOPING AND MAINTAINING A WPPC FOR PROJECTS WHERE SOIL DISTURBANCE FROM WPPC ACTIVITIES MAY BE ONE OF THE FOLLOWING:

1. LESS THAN 1 ACRE
2. 1 TO 5 ACRES IF THE PROJECT HAS AN ENVIRONMENTAL PROTECTION AGENCY SMALL CONSTRUCTION PROJECT EXEMPTION NUMBER REFERRED TO HEREIN AS "TOLERABLE ACHT"

PREPARE WATER POLLUTION CONTROL PROGRAM INCLUDES DEVELOPING AND IMPLEMENTING THE WPPC, PROVIDING A WPPC MANAGER, CONDUCTING WATER POLLUTION CONTROL TRAINING, AND MONITORING, INSPECTING AND CORRECTING WATER POLLUTION CONTROL PRACTICES.

YOU MAY ASSIGN A GSP OTHER THAN THE WPPC MANAGER TO DEVELOP THE WPPC.

13-201B SUBDETAILS

WITHIN 7 DAYS AFTER CONTRACT APPROVAL:

1. SUBMIT 2 COPIES OF YOUR WPPC FOR REVIEW. THE ENGINEER PROVIDES COMMENTS AND SPECIFICS THE DATE WHEN THE REVIEW STOPPED. IF REVISIONS ARE REQUIRED.
2. RESUBMIT A REVISED WPPC WITHIN 7 DAYS OF RECEIVING THE ENGINEER'S COMMENTS. THE ENGINEER'S REVIEW REQUIRES WHEN THE COMPLETE WPPC HAS BEEN RE-SUBMITTED.
3. WHEN THE ENGINEER APPROVES THE WPPC, SUBMIT AN ELECTRONIC COPY AND 3 PRINTED COPIES OF THE AUTHORIZED WPPC.
4. IF THE ENGINEER REQUESTS REVIEW OF THE AUTHORIZED WPPC, THE ENGINEER SUBMITS THE AUTHORIZED WPPC TO THE RABOR FOR ITS REVIEW AND COMMENT.
5. IF THE ENGINEER REQUESTS CHANGES TO THE WPPC BASED ON THE RABOR'S COMMENTS, AMEND THE WPPC WITHIN 3 BUSINESS DAYS.

THE WPPC MUST COMPLY WITH THE CITY AND COUNTY'S STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND WATER POLLUTION CONTROL PLAN (WPPC) PREPARATION MANUAL AND MUST:

1. SHOW THE LOCATION OF DISTURBED SOIL AREAS, WATER BODIES, AND WATER CONVEYANCES.
2. DESCRIBE THE WORK INVOLVED IN THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF TEMPORARY WATER POLLUTION CONTROL PRACTICES.
3. SHOW THE LOCATIONS AND TYPES OF WATER POLLUTION CONTROL PRACTICES THAT WILL BE USED FOR:
 1. STORMWATER AND NON-STORMWATER IN AREAS OUTSIDE THE JOB SITE BUT RELATED TO WORK ACTIVITIES, INCLUDING:
 - 1.1. STAGING AREAS
 - 1.2. STORAGE YARDS
 - 1.3. ACCESS ROADS

13-201C CONTRACTOR SUPPORT FACILITIES

13-201D TEMPORARY TRACKING CONTROL

13-201E TEMPORARY TRACKING CONTROL

13-201F TEMPORARY TRACKING CONTROL

13-201G TEMPORARY TRACKING CONTROL

13-201H TEMPORARY TRACKING CONTROL

13-201I TEMPORARY TRACKING CONTROL

13-201J TEMPORARY TRACKING CONTROL

13-201K TEMPORARY TRACKING CONTROL

13-201L TEMPORARY TRACKING CONTROL

13-201M TEMPORARY TRACKING CONTROL

13-201N TEMPORARY TRACKING CONTROL

13-201O TEMPORARY TRACKING CONTROL

13-201P TEMPORARY TRACKING CONTROL

13-201Q TEMPORARY TRACKING CONTROL

13-201R TEMPORARY TRACKING CONTROL

13-201S TEMPORARY TRACKING CONTROL

13-201T TEMPORARY TRACKING CONTROL

13-201U TEMPORARY TRACKING CONTROL

13-201V TEMPORARY TRACKING CONTROL

13-201W TEMPORARY TRACKING CONTROL

13-201X TEMPORARY TRACKING CONTROL

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13-201AV TEMPORARY TRACKING CONTROL

13-201AW TEMPORARY TRACKING CONTROL

13-201AX TEMPORARY TRACKING CONTROL

13-201AY TEMPORARY TRACKING CONTROL

13-201AZ TEMPORARY TRACKING CONTROL

INCLUDING SOIL PREVENTION AND CONTROL, MATERIAL MANAGEMENT, WASTE MANAGEMENT, NONSTORMWATER MANAGEMENT, AND DECONTAMINATION ACTIVITIES.

IMPLEMENT EFFECTIVE HANDLING, STORAGE, USAGE, AND DISPOSAL PRACTICES TO CONTROL MATERIAL POLLUTION AND MANAGE WASTE AND NONSTORMWATER AT THE JOB SITE BEFORE THEY COME IN CONTACT WITH STORM DRAIN SYSTEMS AND RECEIVING WATERS.

13-4-001 SOIL PREVENTION AND CONTROL

13-4-001A GENERAL

13-4-001B GENERAL

13-4-001C GENERAL

13-4-001D GENERAL

13-4-001E GENERAL

13-4-001F GENERAL

13-4-001G GENERAL

13-4-001H GENERAL

13-4-001I GENERAL

13-4-001J GENERAL

13-4-001K GENERAL

13-4-001L GENERAL

13-4-001M GENERAL

13-4-001N GENERAL

13-4-001O GENERAL

13-4-001P GENERAL

13-4-001Q GENERAL

13-4-001R GENERAL

13-4-001S GENERAL

13-4-001T GENERAL

13-4-001U GENERAL

13-4-001V GENERAL

13-4-001W GENERAL

13-4-001X GENERAL

13-4-001Y GENERAL

13-4-001Z GENERAL

13-4-001AA GENERAL

13-4-001AB GENERAL

13-4-001AC GENERAL

13-4-001AD GENERAL

13-4-001AE GENERAL

13-4-001AF GENERAL

13-4-001AG GENERAL

13-4-001AH GENERAL

13-4-001AI GENERAL

13-4-001AJ GENERAL

13-4-001AK GENERAL

13-4-001AL GENERAL

13-4-001AM GENERAL

13-4-001AN GENERAL

13-4-001AO GENERAL

13-4-001AP GENERAL

13-4-001AQ GENERAL

13-4-001AR GENERAL

13-4-001AS GENERAL

13-4-001AT GENERAL

13-4-001AU GENERAL

13-4-001AV GENERAL

13-4-001AW GENERAL

13-4-001AX GENERAL

13-4-001AY GENERAL

13-4-001AZ GENERAL

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13-4-001BB GENERAL

13-4-001BC GENERAL

13-4-001BD GENERAL

13-4-001BE GENERAL

13-4-001BF GENERAL

13-4-001BG GENERAL

13-4-001BH GENERAL

13-4-001BI GENERAL

13-4-001BJ GENERAL

13-4-001BK GENERAL

13-4-001BL GENERAL

13-4-001BM GENERAL

13-4-001BN GENERAL

13-4-001BO GENERAL

13-4-001BP GENERAL

13-4-001BQ GENERAL

13-4-001BR GENERAL

13-4-001BS GENERAL

13-4-001BT GENERAL

13-4-001BU GENERAL

13-4-001BV GENERAL

13-4-001BW GENERAL

13-4-001BX GENERAL

13-4-001BY GENERAL

13-4-001BZ GENERAL

13-4-001CA GENERAL

13-4-001CB GENERAL

13-4-001CC GENERAL

13-4-001CD GENERAL

13-4-001CE GENERAL

EROSION AND SEDIMENT CONTROL PLAN NOTES

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

A. MET WEATHER MEASURES: IF POSSIBLE, AVOID LAND-DISTURBING ACTIVITIES DURING THE WET WEATHER SEASON - OCTOBER 15 THROUGH APRIL 15. OTHERWISE, EXTRA BMP MATERIALS (FILTERS, FIBER ROLLS, GRAVEL BARS, MULCH/STRAW, PLASTIC COVERS) SHALL BE KEPT ON-SITE FOR PPM-RAIN INSTALL.

B. EXISTING VEGETATION: PROTECT EXISTING VEGETATION, AVOID REMOVAL AS REQUIRED AND WHEREVER POSSIBLE; INSTALL APPROPRIATE/PROTECTIVE FENCING PERMETER CONTROLS FROM TO WORK.

C. EROSION AND SEDIMENT CONTROL: AS APPLICABLE, SLOPE AND SOIL STABILIZATION BMPs SHALL BE UTILIZED TO PREVENT SLOPE EROSION AND SOIL MOVEMENT ON-SITE AND OFF-SITE. NO SEDIMENT MAY LEAK, BE DEPOSITED OFF-SITE, OR POLLUTE STORM WATER RUNOFF FROM THE CONSTRUCTION SITE.

D. STOCKPILE MANAGEMENT: ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE, AND SECURED AT THE END OF EACH DAY. STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT, AND BEFORE DURING AND AFTER RAIN EVENTS. NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO THE STREET.

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

F. VEHICLES AND EQUIPMENT: RESPONSIBLE PARTIES MUST ENSURE ALL VEHICLES AND EQUIPMENT ARE MAINTAINED IN GOOD WORKING ORDER. WILL NOT CAUSE DIRT, MUD, OIL, GRASS, OR FUEL TO BE DISCHARGED OR TRACKED OFF-SITE INTO THE STREET. INACTIVE VEHICLES/EQUIPMENT MUST USE COVER AND/OR DRP PANS.

G. DRAIN/INLET PROTECTION & PERMETER CONTROLS: DRAINS/INLETS THAT RECEIVE STORM WATER MUST BE COVERED OR OTHERWISE PROTECTED FROM RECEIVING SEDIMENT, MUD, DIRT, OR ANY DEBRIS, AND INCLUDE DUTTER CONTROLS AND FILTRATION WHERE APPLICABLE IN A MANNER NOT IMPEDING TRAFFIC OR SAFETY. PROPERLY INSTALLED SITE FENCING OR EQUIVALENT LINEAR CONTROL SHALL BE MAINTAINED ALONG SITE PERMETER TO PREVENT MOVEMENT OF SEDIMENT AND DEBRIS OFF-SITE.

H. SWEEPING: ALL IMPERVIOUS SURFACES (DRIVEWAYS, STREETS) SHALL BE PHYSICALLY SWEEP (NOT WASHED OR HOSED DOWN), AND MAINTAINED FREE OF DEBRIS AND ACCUMULATIONS OF DIRT. NO TRACKING OFF-SITE.

I. (EXEMPTED) NO DECONTAMINATION IS ALLOWED FROM CONSTRUCTION SITE UNLESS DISCHARGE IS AN EXCEPTION TO THE DISCHARGE PROHIBITIONS PER CITY CODE CH. 315-17(C), EXCEPT IN ASBS DRAINAGES. ANY PROPOSED DECONTAMINATION MUST BE CLEARED BY CITY AND APPLICABLE REGULATORY AGENCIES.

J. STORMWATER MIXED WITH NON-STORMWATER SHALL BE MANAGED AS NON-STORMWATER.

STORMWATER RULES FOR STAGING AREA NOTES

1. IDENTIFY ALL STORM DRAINS, DRAINAGE SWALES AND CREEKS LOCATED NEAR THE SITE AND HAVE SURE ALL SITE USERS ARE AWARE OF THEIR LOCATIONS TO PREVENT POLLUTIONS FROM ENTERING THEM.

2. INSTALL BARRIERS AROUND PERMETER OF SITE TO PREVENT RUNOFF FROM ENTERING AND LEAVING SITE.

3. CONTROL DUST USING AS LITTLE WATER AS POSSIBLE TO PREVENT RUNOFF.

4. CONSTRUCT AND MAINTAIN TEMPORARY STAGED CONSTRUCTION ENTRANCE TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY.

5. IMMEDIATELY REMOVE ANY SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY.

6. PROVIDE PROTECTION TO NEARBY STORM DRAIN INLETS FROM ALL SEDIMENT AND MATERIALS FROM SITE.

7. BLOCK IT RAINS, SWEEP AND REMOVE MATERIALS FROM SURFACES THAT LEAK TO STORM DRAINS, CREEKS, OR DRAINAGES.

8. COVER EXPOSED PILLS OF SOIL OR CONSTRUCTION MATERIALS WITH PLASTIC SHEETING OR TEMPORARY ROSES TO PREVENT CONTACT WITH RAINWATER.

9. CLEAN UP LEAKS, DRIPS AND OTHER SPILLS IMMEDIATELY SO THEY DO NOT CONTAMINATE SOIL OR GROUNDWATER OR LEAVE RESIDUE ON PAVED SURFACES.

10. DECONTAMINATE AREA OF THE SITE, WELL AWAY FROM STORMS OR STORM DRAIN INLETS, FOR AUTO PARKING, PETROLING, AND ROUTINE VEHICLE AND EQUIPMENT MAINTENANCE.

11. MAINTAIN ALL VEHICLES AND HEAVY EQUIPMENT: INSPECT FREQUENTLY FOR LEAKS.

12. IF YOU MUST DRIVE AND REPAIR MOTOR OIL, RADIATOR COOLANT OR OTHER FLUIDS ON-SITE, USE DRP PANS OR DROP CLOTHS TO CATCH DRIPS AND PROPERLY DISPOSE OF ALL SPILLS. COLLECT ALL SPENT FLUIDS, STORE IN SEPARATE CONTAINERS, AND RECYCLE WHENEVER POSSIBLE.

13. PREPARE MAINTENANCE, REPAIR JOBS AND VEHICLE AND EQUIPMENT WASHING OFF-SITE. IF EQUIPMENT MUST BE WASHED ON-SITE, DO NOT USE SOLVENTS, DEGREASERS, OR STEAM CLEANING EQUIPMENT (UNLESS ALL WASH WATER IS COLLECTED AND DISPOSED UP PROPERLY OFF-SITE) AND PREVENT WATER FROM ENTERING THE STORM DRAIN. DIRECT WASH WATER TO A LOW POINT WHERE IT CAN EVAPORATE AND/OR INFILTRATE.

14. DO NOT USE "DIESEL OIL" TO LUBRICATE EQUIPMENT OR PARTS.

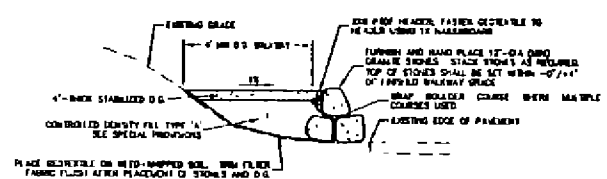
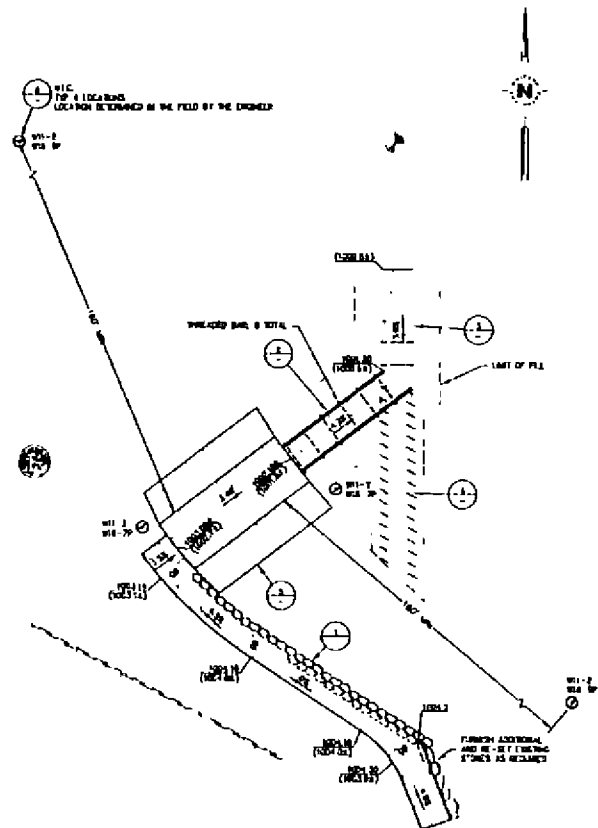


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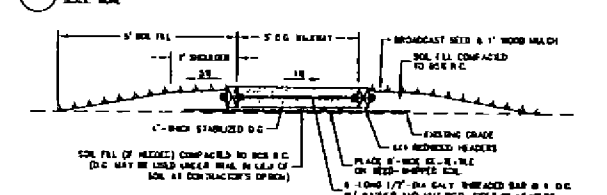
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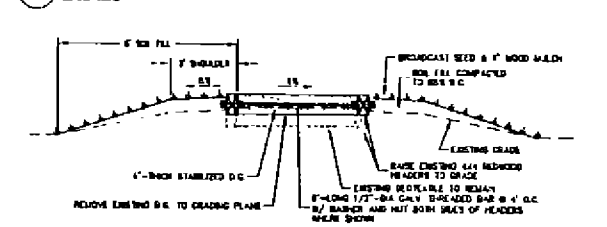
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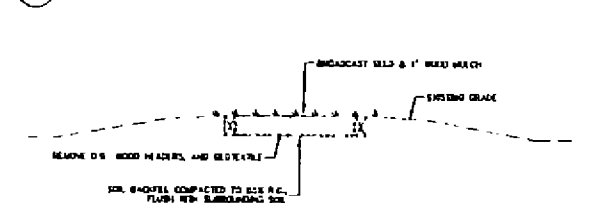
1 D.G. WALKWAY W/ ROCK BORDER



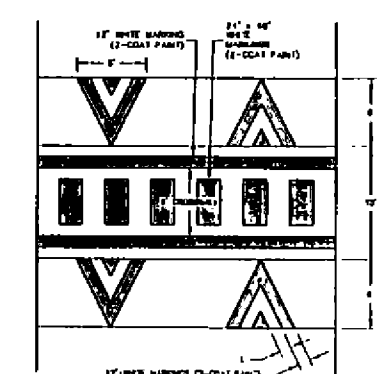
2 D.G. WALKWAY W/ WOOD HEADERS



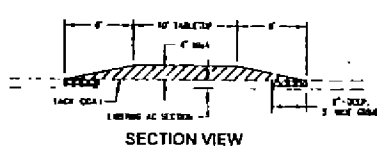
3 RAISE EXISTING D.G. WALKWAY



4 REMOVE D.G. WALKWAY



5 SPEED TABLE, OPTION 'B'



6 FREESTANDING SIGN (N.I.C.)



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831 648 3621 WEBSITE: WWW.MONTEREY.ORG

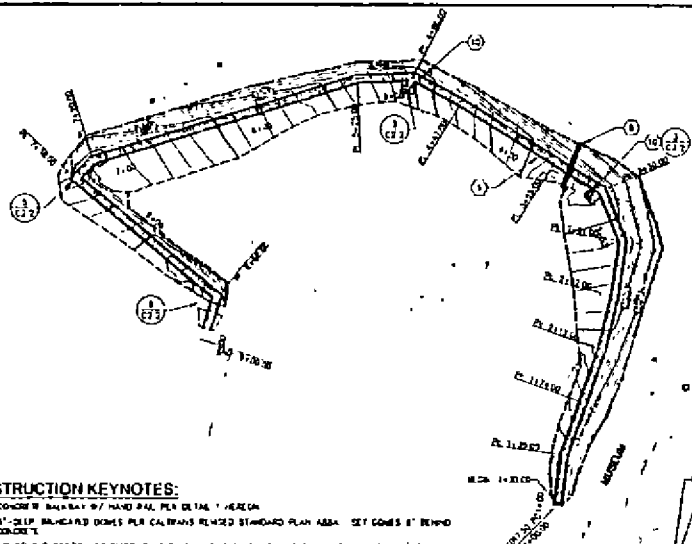
WHITSON ENGINEERS
 9600 Blue La Tijera Lane - Suite 105 - Monterey, CA 93940
 831 648-8225 - Fax 831 373-6868
 Civil Engineering - Land Surveying - Project Management



NO.	DATE	BY	REVISION
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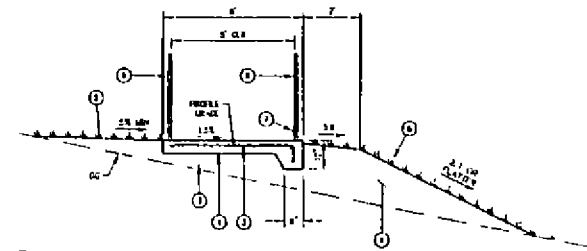
LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS
 1000 DEL MAR MONTEREY PARKWAY, MONTEREY, CA 93940
 1000 DEL MAR MONTEREY PARKWAY, MONTEREY, CA 93940
 1000 DEL MAR MONTEREY PARKWAY, MONTEREY, CA 93940
 1000 DEL MAR MONTEREY PARKWAY, MONTEREY, CA 93940

C3.1
 SHEET 1 OF 1



LEGEND

- HMA (TYPE A)
- CONSTRUCT CONCRETE
- GRADING (S&I)
- SAMPLE LINE



CONSTRUCTION KEYNOTES:

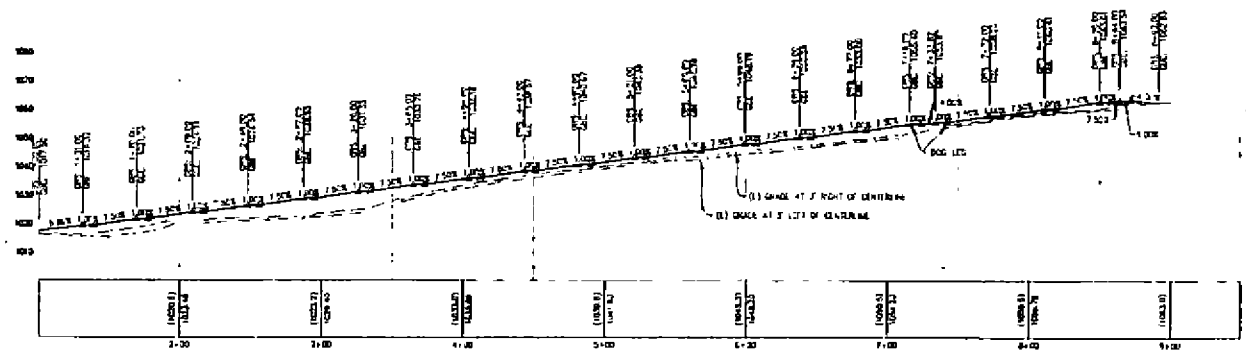
1. CONCRETE WALKWAY W/ HAND RAIL PER DETAIL 1 HEREON.
2. INSTALL SET-UP BALKED DOMES PER CALTRANS REISED STANDARD PLAN AREA. SET DOMES 8" BEHIND EDGE OF CONCRETE.
3. SAWCUT AND REMOVE PORTION OF EXISTING 2" PAVEMENT. JACK (S&I), AND PAVE WITH HMA (TYPE A) DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25.
4. SAWCUT AND REMOVE PORTION OF EXISTING 2" PAVEMENT. WALKWAY AND PORTION OF CONCRETE CURB AND CONSTRUCT 4" THICK CONCRETE HAND RAIL PER DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25.
5. STRIKE NEW PAVEMENT PARALLEL WITH PER CALTRANS STD PLAN AREA (2-CONC PAVE).
6. TURN ON AND INSTALL PERK (S&I) SIGN 6/87. BE PLEASE SURFACE LOCATED SIGN POST TO COORDINATE WITH PER DETAIL 1 / C&S. INSTALL AT BACK OF SIGN.
7. LOCATE AND INSTALL WALL (S&I) WALLS. TWO (2) 1/2" DIA WALLS MAY BE IN 2" DIA IF NOT LOCATED IN DETAIL 25 HEREON. NEW WALLS SHALL BE 18" LONG x 2" TALL x 1" WIDE. LOCATED CONCRETE, REINFORCED WITH AT LEAST ONE (1) #5 REBAR. (WALLS SHALL BE 1/2" DIA AND CONCRETE DATED PER DETAIL 25 HEREON. ALSO CONCRETE SHALL BE 2" LONG x 1" TALL (S&I) DETAIL 25 HEREON.)
8. REMOVE EXISTING FROM DETAIL 25 HEREON AND PLACE 20" DIA PER (S&I) PER. GROUND SPACE BETWEEN PERK AND CHAIN.
9. DETAIL 25 HEREON AT PAVEMENT WITH CALTRANS CLASS 3 CONCRETE (REINFORCED W/ REBAR, APPROX. 1" TO 2" DIA).
10. INSTALL CITY-APPROVED BENCH LEGS (S&I) S&I 3/8" x 3 1/2" W/ REBAR. APPROX.

DETAIL KEYNOTES:

1. 1" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.
2. 1/2" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.
3. 1/2" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.
4. 1/2" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.
5. 1/2" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.
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7. 1/2" THICK 1/2" DIA CONCRETE W/ REBAR. CONCRETE SHALL BE 1" THICK. 1/2" DIA CONCRETE. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON. APPROXIMATELY 1" TO 2" SET-UP DETAIL 25 HEREON.

TYPICAL SECTION

NOT TO SCALE



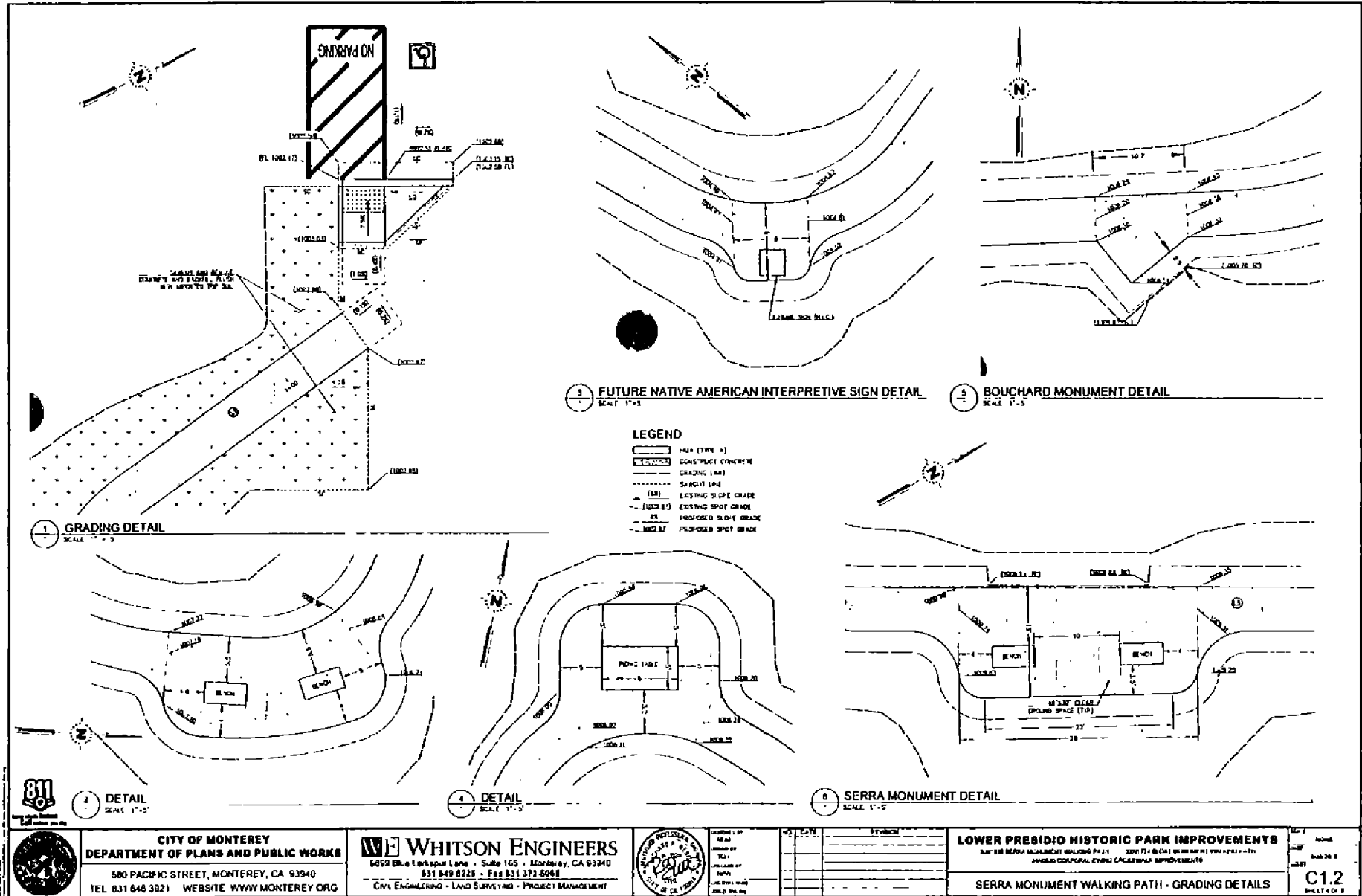
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL 831 846 3921 WEBSITE WWW.MONTEREY.ORG



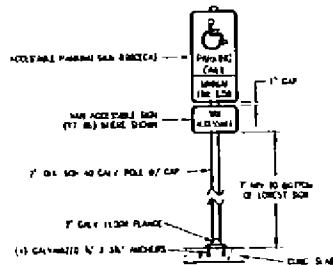
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16	10/1/10	ISSUED FOR PERMIT

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS
 SLOAT MONUMENT WALKING PATH - CONSTRUCTION PLAN

C2.1
 SHEET 1 OF 2



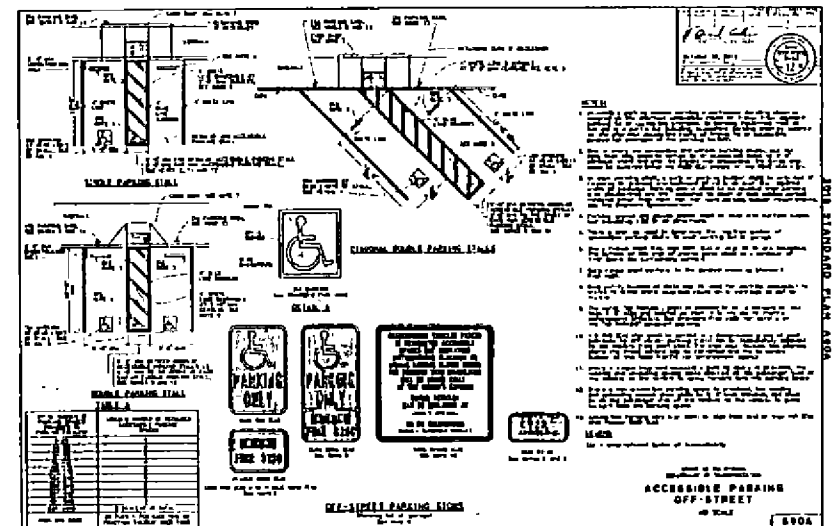
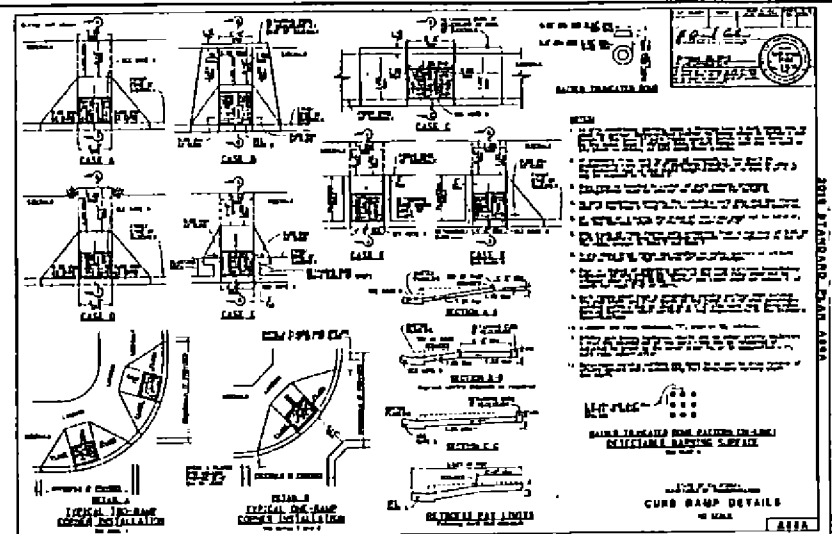




1 ACCESSIBLE PARKING SIGN (SURFACE MOUNT)
SCALE: NONE

BASE BID QUANTITY BREAK-DOWN

ITEM NO.	ITEM DESCRIPTION	NO. QTY	UNIT	QTY	QTY
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2	Base Bid	1	1	1	1
3	Base Bid	1	1	1	1
4	Base Bid	1	1	1	1
5	Base Bid	1	1	1	1
6	Base Bid	1	1	1	1
7	Base Bid	1	1	1	1
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9	Base Bid	1	1	1	1
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11	Base Bid	1	1	1	1
12	Base Bid	1	1	1	1
13	Base Bid	1	1	1	1
14	Base Bid	1	1	1	1
15	Base Bid	1	1	1	1
16	Base Bid	1	1	1	1
17	Base Bid	1	1	1	1
18	Base Bid	1	1	1	1
19	Base Bid	1	1	1	1
20	Base Bid	1	1	1	1



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

WHITSON ENGINEERS
9699 Blue Lakeside Lane - Suite 105 - Monterey, CA 93940
831 648-8228 • Fax 831 373-8865
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



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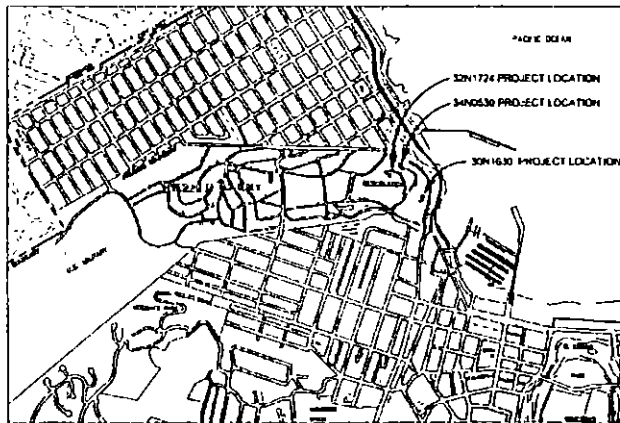
LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS
300 E 3RD STREET MONTEREY HISTORIC PARK
30000 CEDARHILL LANE, CEDARHILL, CA 93940
STANDARD PLANS AND CONSTRUCTION DETAILS

DATE: 10/20/18
DRAWN: J. J. J.
CHECKED: J. J. J.
C0.2
SHEET 1 OF 2



ABBREVIATIONS

1	FEET OF MANH APPROX	20P	REINFORCED CONCRETE PIPE
2	AD	21	ADDITIONAL
3	ADJACENT RIVE	22	ADJACENT RIVE
4	ADJACENT RIVE (OR MANH)	23	ADJACENT RIVE
5	ADJACENT RIVE	24	ADJACENT RIVE
6	ADJACENT RIVE	25	ADJACENT RIVE
7	ADJACENT RIVE	26	ADJACENT RIVE
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9	ADJACENT RIVE	28	ADJACENT RIVE
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79	ADJACENT RIVE	98	ADJACENT RIVE
80	ADJACENT RIVE	99	ADJACENT RIVE
81	ADJACENT RIVE	100	ADJACENT RIVE



PROJECT LOCATION MAP
SCALE 1" = 200'

A R C CONDITIONS OF APPROVAL

1. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
2. ANY VARIATION FROM THE APPROVED PLANS, INCLUDING BUT NOT LIMITED TO, CHANGES IN THE PLANNING DEPARTMENT, SHALL BE REVIEWED BY THE ARCHITECTURAL REVIEW BOARD.
3. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
4. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
5. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
6. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
7. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
8. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
9. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.
10. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.

THE CITY OF MONTEREY HEREBY APPROVES THE A R C CONDITIONS OF APPROVAL FOR THE PROJECT. THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.

THE ARCHITECTURAL REVIEW BOARD SHALL REVIEW ALL PLANS SUBMITTED TO THE PLANNING DEPARTMENT ON JAN 15, 2004, TO DETERMINE IF THEY COMPLY WITH THE A R C CONDITIONS OF APPROVAL.

CITY OF MONTEREY NEIGHBORHOOD IMPROVEMENT PROGRAM LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

30N1630 SERRA MONUMENT WALKING PATH
32N1724 SLOAT MONUMENT WALKING PATH
34N0530 CORPORAL EWING CROSSWALK IMPROVEMENTS

FOR USE IN CONJUNCTION WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015

GENERAL NOTES

1. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
2. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
3. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
4. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
5. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
6. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
7. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
8. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
9. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.
10. THE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS & STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, DATED 2015.

SHEET INDEX

1	CORNER SHEET	001
2	STANDARD PLANS AND CONSTRUCTION DETAILS	002
3	SERRA MONUMENT WALKING PATH - CONSTRUCTION PLANS	003
4	SLOAT MONUMENT WALKING PATH - CONSTRUCTION PLANS	004
5	CORPORAL EWING CROSSWALK IMPROVEMENTS - CONSTRUCTION PLANS	005
6	TEMPORARY WATER POLLUTION CONTROL MEASURES	006
7	TEMPORARY WATER POLLUTION CONTROL MEASURES	007

SURVEY AND EXISTING CONDITIONS

1. SURVEY DATA WAS PROVIDED BY MONTEREY LOCARIES BASED ON SURVEY DATA PERFORMED BY MONTEREY LOCARIES IN AUGUST AND NOVEMBER 2015.
2. DISTANCES AND DIMENSIONS SHOWN ARE BASED ON THE SURVEY DATA, UNLESS OTHERWISE NOTED.
3. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IN THE CASE OF ANY FIELD DISCREPANCY.
4. THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT COMPLETE AND ACCURATE RECORD OF ALL UTILITIES FROM THE SURVEY DATA, AND FROM FIELD VERIFICATION, AND FROM RECORD DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE RECORD OF UTILITIES FROM THE SURVEY DATA, AND FROM FIELD VERIFICATION, AND FROM RECORD DRAWINGS.
5. THE RECORD OF UTILITIES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IN THE CASE OF ANY FIELD DISCREPANCY.
6. RIGHT-OF-WAY INFORMATION SHOWN IS FROM RECORD DATA. THE PORTION DETAILLED IS BASED UPON FIELD VERIFICATION. THE PORTION NOT DETAILLED IS BASED UPON RECORD DATA. RIGHT-OF-WAY SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

EARTHWORK AND AREA OF DISTURBANCE

	SEMI	ROUGH	FINAL	TOTAL
CUT (CY)	0	0	0	0
FILL (CY)	300	1,500	0	1,800
IMPORT (CY)	300	1,500	0	1,800
DISTURBED SOIL AREA (ACRES)	0.13	0.70	0.04	0.87

1. THE QUANTITIES PRESENTED ABOVE ARE ESTIMATES ONLY, BASED ON THE DIFFERENCE BETWEEN EXISTING GRADE AND PROPOSED GRADE. QUANTITIES MAY VARY DUE TO CHANGES IN GRADE AND ARE NOT ADJUSTED FOR CHANGES IN VOLUME DUE TO CHANGES IN SOIL DENSITY.
2. OVER-EXCAVATION IS NOT INCLUDED IN THE ABOVE ESTIMATE. CLEANING AND SHORING AND PILING SHALL BE INCLUDED IN THE ABOVE ESTIMATE. REMOVAL OF EXISTING UTILITIES SHALL BE INCLUDED IN THE ABOVE ESTIMATE.
3. THESE QUANTITIES SHALL BE USED FOR BIDDING AND PROJECT FUNDING ONLY. CONTRACTOR SHALL MAINTAIN RECORD OF ALL QUANTITIES AND SHALL BE RESPONSIBLE FOR MAINTAINING RECORD OF ALL QUANTITIES.
4. EARTHWORK QUANTITIES SHOWN ARE ESTIMATED BASED ON THE EARLY STAGES OF SITE DESIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING FINAL EARTHWORK QUANTITIES TO MAINTAIN RECORD OF ALL QUANTITIES.

BONNIE DUNES SEED MIX		
SEED NAME	CONCENTRATION	SEEDING RATE (LBS PER ACRE)
PERILLA RUBRA	PERILLA RUBRA SEED MIX	4
PERILLA RUBRA	PERILLA RUBRA SEED MIX	4
PERILLA RUBRA	PERILLA RUBRA SEED MIX	4
PERILLA RUBRA	PERILLA RUBRA SEED MIX	4
PERILLA RUBRA	PERILLA RUBRA SEED MIX	4



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.648.3921 WEBSITE: WWW.MONTEREY.ORG

WETTERSON ENGINEERS
3030 Blue Lagoon Lane, Suite 105 - Monterey, CA 93940
831.645.9223 - FAX 831.373.8088
Civil Engineering - Land Surveying - Project Management

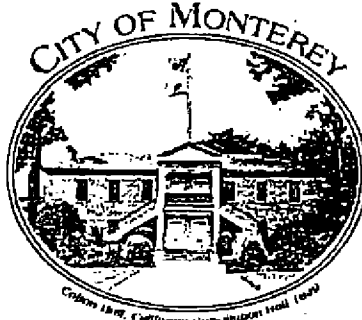


NO.	DATE	REVISION
1	10/15/15	ISSUED FOR BIDDING
2	10/15/15	ISSUED FOR BIDDING
3	10/15/15	ISSUED FOR BIDDING
4	10/15/15	ISSUED FOR BIDDING
5	10/15/15	ISSUED FOR BIDDING

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS
30N1630 SERRA MONUMENT WALKING PATH
32N1724 SLOAT MONUMENT WALKING PATH
34N0530 CORPORAL EWING CROSSWALK IMPROVEMENTS
COVER SHEET
C0.1

**APPLICATION FOR INSTALLATION ACCESS
(FOR U.S. CITIZEN APPLICANTS ONLY)**

SECTION II. INFORMATION ON U.S. CITIZEN APPLICANT(S) (Continuation page)			
4. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)	
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)	
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM <input type="text"/> TO <input type="text"/>		TIME OF REQUESTED ACCESS FROM <input type="text"/> TO <input type="text"/>	
DAYS REQUESTED ACCESS <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY			
5. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)	
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)	
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM <input type="text"/> TO <input type="text"/>		TIME OF REQUESTED ACCESS FROM <input type="text"/> TO <input type="text"/>	
DAYS REQUESTED ACCESS <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY			
6. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)	
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)	
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM <input type="text"/> TO <input type="text"/>		TIME OF REQUESTED ACCESS FROM <input type="text"/> TO <input type="text"/>	
DAYS REQUESTED ACCESS <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY			
7. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)	
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)	
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM <input type="text"/> TO <input type="text"/>		TIME OF REQUESTED ACCESS FROM <input type="text"/> TO <input type="text"/>	
DAYS REQUESTED ACCESS <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY			
8. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)	
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)	
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM <input type="text"/> TO <input type="text"/>		TIME OF REQUESTED ACCESS FROM <input type="text"/> TO <input type="text"/>	
DAYS REQUESTED ACCESS <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY <input type="checkbox"/> SUNDAY			
FOR LAW ENFORCEMENT USE ONLY			
DATE NCIC III CONDUCTED		DISQUALIFYING FACTORS <input type="checkbox"/> YES <input type="checkbox"/> NO	
FOR APPROVING AUTHORITY USE ONLY			
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	PRINTED NAME	SIGNATURE	DATE



May 31, 2017

To: All Plan Holders

Subject: LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS - ADDENDUM #1

Sent Via: Email/Web Posting

Acknowledge this addendum and all others in your bid in Appendix E – Addendum No. 1, Page 6 of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

The specifications are amended as follows:

1. No changes

Clarifications – Bidder questions with responses as follows:

1. **Question:** Can construction survey stakes be placed into the native soil?

Response: No, contractor will not be allowed to drive anything into native soil, including construction survey stakes, hubs, lath, etc.

2. **Question:** Can the grass material that is removed by weed whipping, be deposited on-site?

Response: Disposal of grass materials resulting from weed whipping activities can be spread out uniformly in the adjacent grass areas, outside the limits of fill.

3. **Question:** Will the City allow contractor to utilize existing water hookups at the site?

Response: Yes, the City has two 3/4" water spigots at two different meters in the lower presidio. One is located at the East side (bay side) of the Serra Monument, with a galvanized water spigot on the west side of the monument. The second one is located adjacent to the museum restrooms, below the Sloat Monument. Attached is the approved list of hydrants for filling tank by Cal Am water, should the contractor decide to utilize this water source also.

4. **Question:** Are there construction equipment limitations or access?

Response: Vehicles and equipment will not be allowed to drive on native soil. NO wheeled equipment will be allowed off of paved surfaces. A minimum of 6" uncompacted fill will be required to be placed prior to equipment access. The earthwork for the paths will be restricted to tracked skids steers, tracked mini excavators, and a 33" to 40" Rammax Sheep foot or equivalent. All vehicles or machinery required (e.g., a small bobcat) to construct the paths will be confined to the fill extents or to existing asphalt or concrete surfaces. The asphalt parking lot adjacent to the Serra monument can be utilized for equipment and materials. The asphalt parking lot adjacent to the Sloat Monument can be

utilized by the contractor for equipment and materials. Access to this area is through the Presidio check gate on Bolio. Attached are access requirements applications for your personnel. No other gates or special gate openings have been arranged for access

5. **Question:** Is the City purchasing the table and benches?

Response: Yes the City will purchase the tables and benches. Contractor will install them at their bid item cost, per each.

6. **Question:** Who is responsible for the on-site archeologist during the work activities?

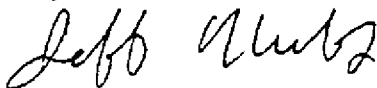
Response: The City will hire the archeologist, and will coordinate their schedule with the contractor's schedule.

7. **Question:** Who is responsible for the testing for soil compaction, and is there a compaction requirement for the existing (subgrade) soil?

Response: The City will hire the testing geologist, and will coordinate their schedule with the contractor's schedule. No excavation into native soil will be allowed. Only the fill material installed will be tested for compaction. At the Serra Monument path, 95% minimum compaction will be required under the concrete path and extending 6" beyond each edge. The remaining fill slopes compaction minimum is 85% . At the Sloat Monument path, all imported fill area will be required to obtain 95% compaction.

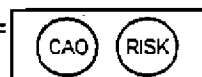
Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until **2:00 pm June 6, 2017**. If you have any additional questions, please contact Jeff Krebs at krebs@monterey.org. All requests for Information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

Sincerely,

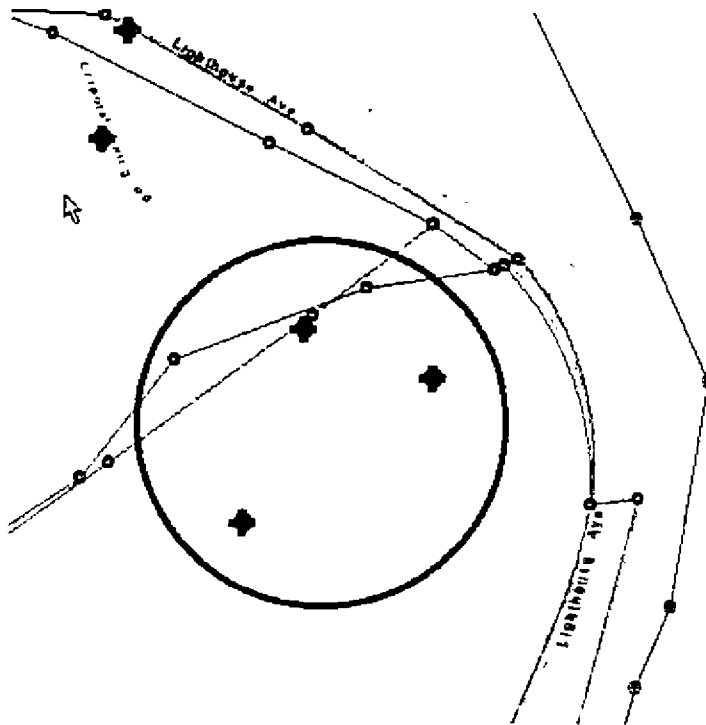


Jeff Krebs, P.E.
Principal Engineer

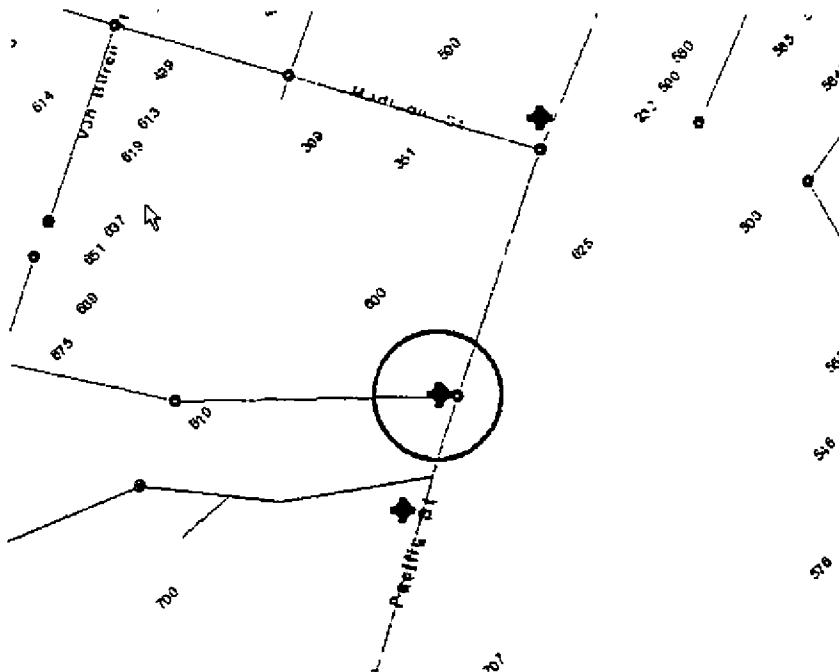
Enclosures: Approved Hydrants for Filling Tanks
 Presidio of Monterey access form



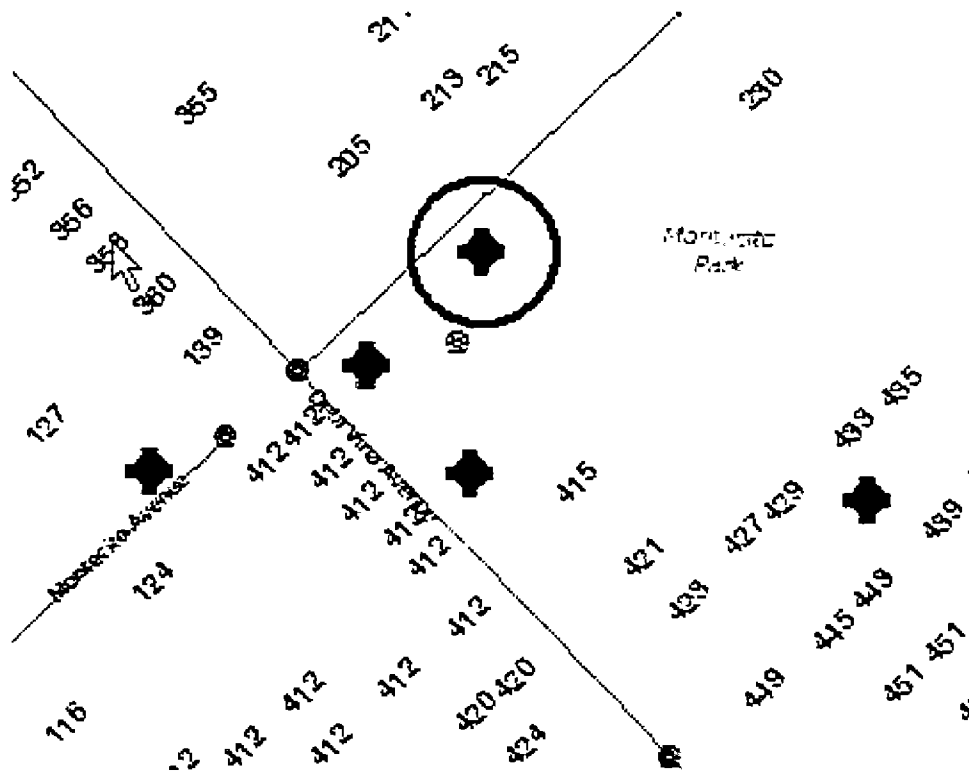
1. Lower POM (112 Corporal Ewing Road)



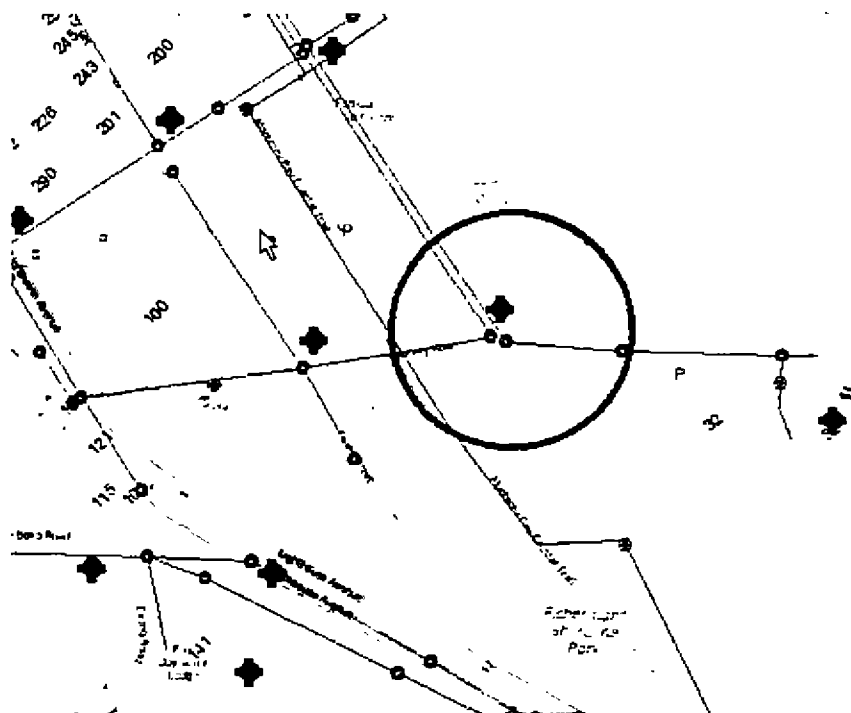
2. Fire Station #1 (600 Pacific Street)



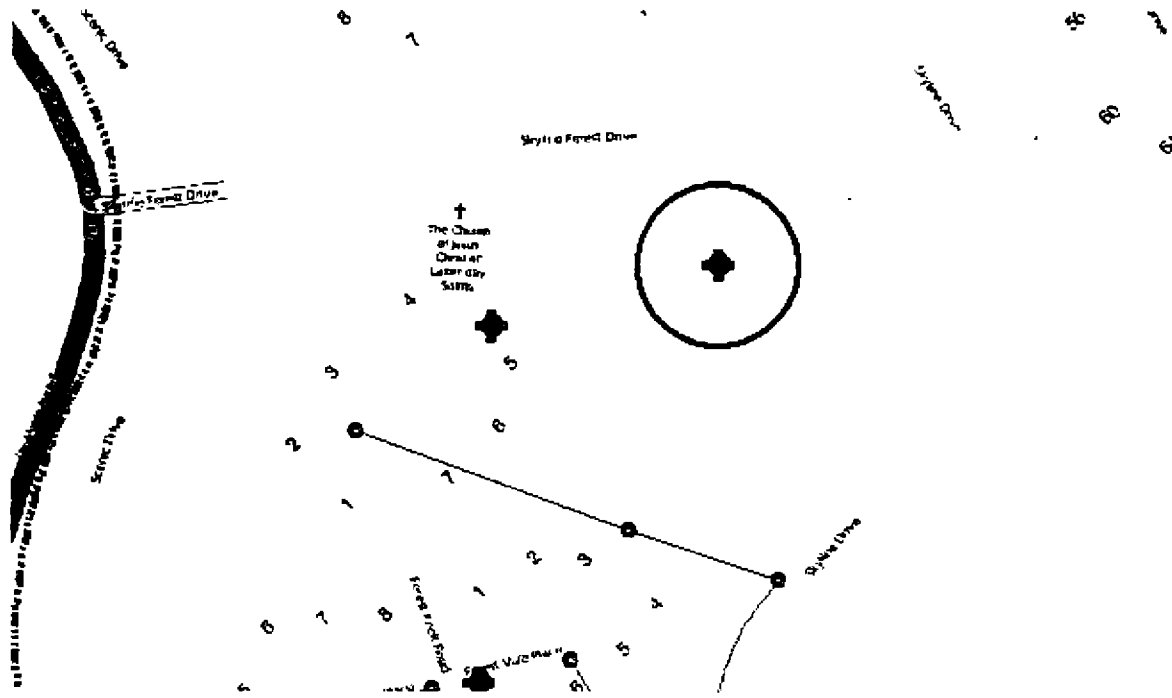
3. Fire Station #3 (401 Dela Vina Avenue)



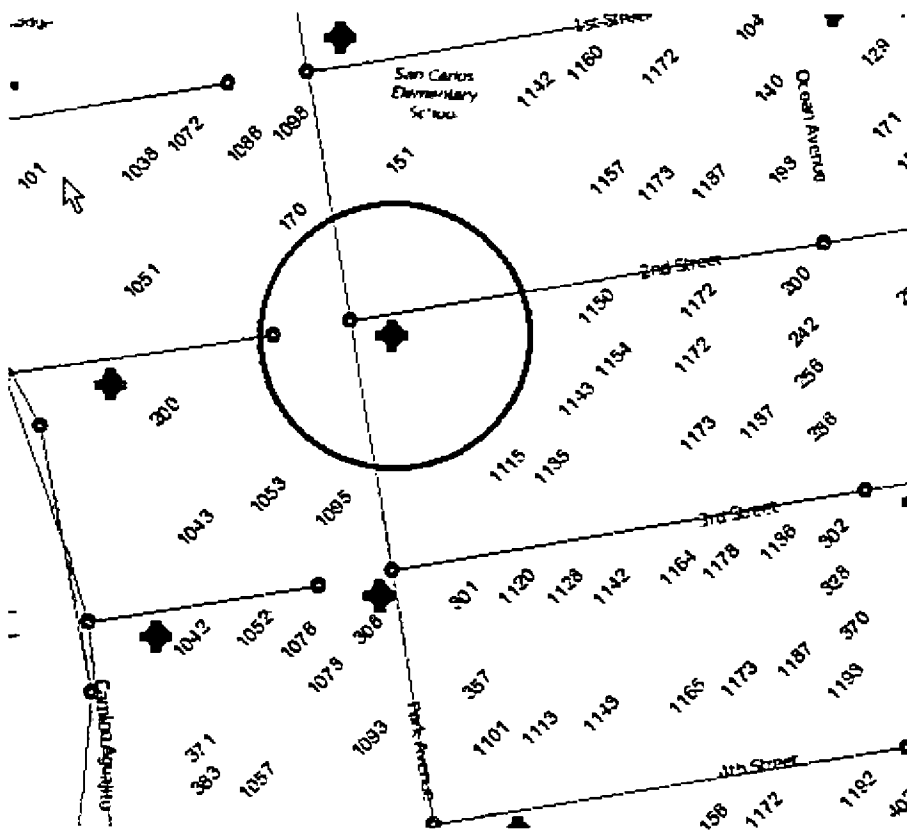
4. Coast Guard Pier by outdoor showers (near 32 Cannery Row, aka Breakwater Cove)



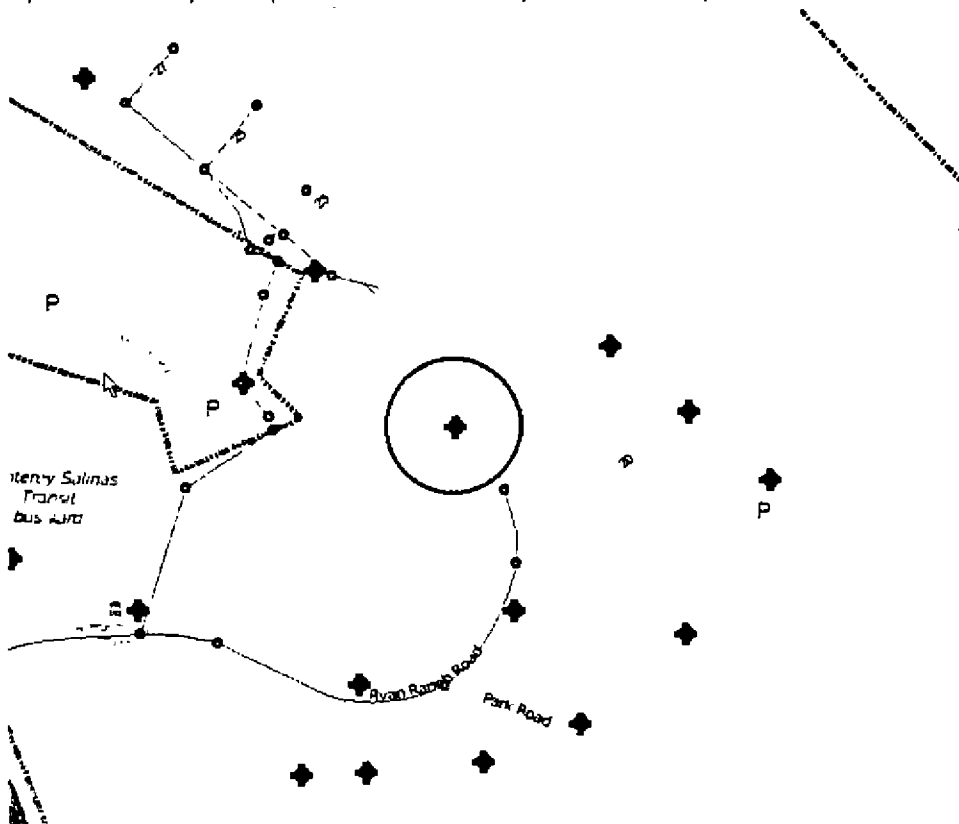
5. At Church near 1 Skyline Forest Drive.



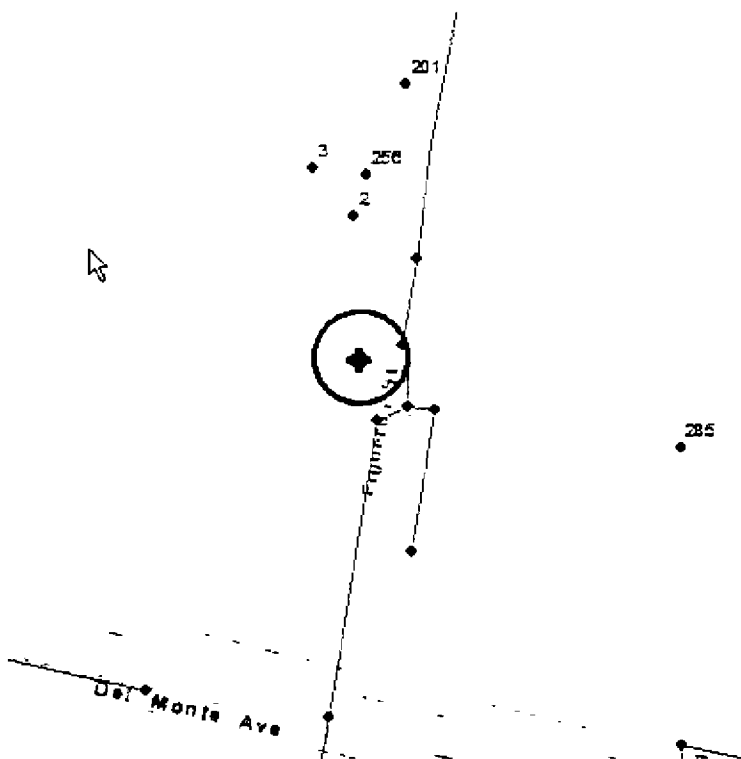
6. 2nd Street and Park Avenue (near 216 Park Avenue)



7. Ryan Ranch Corp Yard (at bulb out near 20 Ryan Ranch Road)



8. Wharf II Entrance (In island across from Rest Rooms off Figueroa Street)



**APPLICATION FOR INSTALLATION ACCESS
(FOR U.S. CITIZEN APPLICANTS ONLY)**

DATA REQUIRED BY THE PRIVACY ACT OF 1974

PRINCIPAL PURPOSE: Provide necessary information to determine if applicant meets the access control requirements. Use of Driver's License is necessary to make positive identification of the applicant.

ROUTINE USE: None.

DISCLOSURE IS VOLUNTARY: However, failure to provide information requested may delay or preclude access to the installation.

SECTION I. Should be completed by the sponsor requesting personnel listed below inclusion to the Installation Access Roster to permit entry to the U.S. Army, Presidio of Monterey, California. Sponsor will be responsible for all actions of their guests while on the installation.

SECTION II is for information on U.S. Citizen applicants.

SECTION I. SPONSOR'S INFORMATION

SPONSOR'S LAST NAME, FIRST NAME, MIDDLE INITIAL
Oaks, Dennis, R.

SPONSOR'S WORK PHONE (Area Code and Number)
831-242-6315

SPONSOR'S ORGANIZATION

USAG, Presidio of Monterey, Directorate of Public Works, Operations and Maintenance Division

SPONSOR'S SSN (Verification required in DEERS/DBIDS)
000-00-0000

DATE OF BIRTH (MM/DD/YYYY)

CONTRACT EXPIRATION DATE (Contractors only)

PURPOSE OF VISIT (Please provide details in the space provided below)

☐ Mission Requirement

☐ Other

TYPE OF REQUEST

☒ ACCESS ROSTER

☐ DBIDS CARD

☐ INITIAL REQUEST

☐ RENEWAL

SIGNATURE

DATE

SECTION II. INFORMATION ON U.S. CITIZEN APPLICANT(S)

1. LAST NAME, FIRST NAME, MIDDLE INITIAL

FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER

ISSUING STATE

DATE OF BIRTH (MM/DD/YYYY)

DATE OF REQUESTED ACCESS (MM/DD/YYYY)

FROM

TO

TIME OF REQUESTED ACCESS

FROM

TO

DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY

2. LAST NAME, FIRST NAME, MIDDLE INITIAL

FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER

ISSUING STATE

DATE OF BIRTH (MM/DD/YYYY)

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DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY

3. LAST NAME, FIRST NAME, MIDDLE INITIAL

FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER

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DATE OF BIRTH (MM/DD/YYYY)

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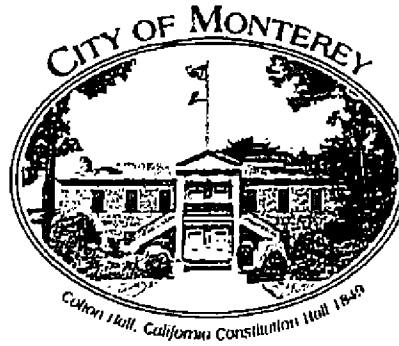
TO

TIME OF REQUESTED ACCESS

FROM

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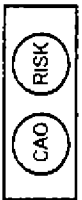
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY

APPENDIX A**BID PROPOSAL FORMS**

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET
FOR
LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path
Project 32N1724 – Sloat Monument Walking Path
Project 34N0530 – Corporal Ewing Crosswalk Improvements



Submit the following items unbound:

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

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

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

By: GRANITE CONSTRUCTION COMPANY
Company Name

Pennington B. Shortes
Signature
Pennington B. Shortes, Area Manager

June 6, 2017
Date

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

REV 02/03/2017

GRANITE CONSTRUCTION COMPANY

LOWER PRESIDIO HISTORIC PARK IMPROVEMENTS

Project 30N1630 – Serra Monument Walking Path

Project 32N1724 – Sloat Monument Walking Path

Project 34N0530 – Corporal Ewing Crosswalk Improvements

CITY OF MONTEREY**PART II: PROPOSAL**

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	11,574.-	11,574.-
2	Storm Water Compliance	1	LS	12,000.-	12,000.-
3	Traffic Control	1	LS	10,000.-	10,000.-
4	Sawcut AC Pavement	160	LF	10.-	1,600.-
5	Remove AC Pavement	80	CF	30.-	2,400.-
6	Sawcut Concrete Pavement	79	LF	10.-	790.-
7	Remove Concrete Pavement	191	SF	14.-	2,674.-
8	Clearing and Grubbing	40,510	SF	0.10	4,051.-
9	Earthwork (Import Fill)	2,800	CY	105.-	294,000.-
10	Clean Channel and Grout 16" PVC SDR 18 Pipe	1	LS	5,000.-	5,000.-
11	Geotextile Separation Fabric	6,000	SF	0.27	1,620.-
12	Integral Color Reinforced Concrete Walkway	8,060	SF	18.-	145,080.-
13	Concrete Sidewalk, Curb Ramp, and Accessible Parking	591	SF	20.-	11,820.-
14	Curb Ramp Detectable Warning Surface	99	SF	100.-	9,900.-
15	Hot Mix Asphalt (Type A)	840	SF	8.-	6,720.-
16	Pavement Markings (2-coat paint)	129	SF	5.-	645.-
17	Furnish and Install Accessible Parking Sign (Surface-Mount)	2	EA	325.-	650.-

18	Galvanized Tubular Hand Railing	1,380	LF	66.-	91,080.-
19	Install ADA Compliant Bench	6	EA	600.-	3,600.-
20	New ADA Compliant Picnic Table	2	EA	1,000.-	2,000.-
21	Wheelstops	3	EA	70.-	210.-
22	Broadcast Seed	40,000	SF	0.13	5,200.-
23	Construction Surveying	1	LS	10,000.-	10,000.-
24	Record Drawings	1	LS	500. ⁵⁰	500. ⁵⁰
TOTAL BASE BID (ITEMS 1 THROUGH 24) (In Words)					(In Figures)
Six hundred thirty eight thousand one hundred fourteen dollars and fifty cents					\$ 638,114. ⁵⁰

ADDITIVE ALTERNATE #1 (CORPORAL EWING CROSSWALK)

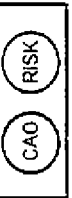
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
25	Cold Plane AC Pavement (2" Depth)	150	SF	13.-	1,950.-
26	Remove Existing D.G. and Headers	1	LS	390.-	390.-
27	Clearing and Grubbing	750	SF	0.10	75.-
28	Earthwork	1	LS	1,500.-	1,500.-
29	Geotextile Separation Fabric	750	SF	0.27	202. ⁵⁰
30	Granite Stone Border	5	TON	400.-	2,000.-
31	Controlled Density Fill	10	CY	220.-	2,200.-
32	Threaded Bar Assembly	8	EA	270.-	2,160.-
33	Redwood Header	100	LF	10.-	1,000.-
34	Stabilized D.G. Walkway	520	SF	11.-	5,720.-
35	Hot Mix Asphalt (Type A)	450	SF	8.-	3,600.-
36	Pavement Markings (2-coat paint)	146	SF	5.-	730.-
37	Wood Mulch (1"-Depth)	700	SF	2. ⁵⁰	1,750.-
38	Broadcast Seed	1,000	SF	0.13	130.-
TOTAL ADD. ALT. #1 BID (ITEMS 25 THROUGH 38) (Written in Words):					(Figures)
Twenty three thousand four hundred seven dollars and fifty cents					\$23,407. ⁵⁰

ADDITIVE ALTERNATE #2 (PAINT SLOAT MONUMENT PATH HAND RAILS)

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
39	Paint Sloat Monument Path Hand Rails	1	LS	16,000.-	16,000.-
TOTAL ADD. ALT. #2 BID (ITEM 39) (Written in Words): <u>Sixteen thousand dollars</u>					(Figures) \$16,000.-

GRAND TOTAL

GRAND TOTAL, BASE BID PLUS ADDITIVE ALTERNATES 1 and 2 (ITEMS 1 THROUGH 39) (Written In Words) <u>six hundred seventy seven thousand five</u> <u>hundred twenty two dollars</u>	(In Figures) \$ 677,522.-
---	---------------------------------

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 39).

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: 89, Class: A, B *, Expiration date: 5/31/2019.

****See Attached Copy of License***

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000000085.

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

Santa Cruz COUNTY, CALIFORNIA, ON June 6, 2017.

Name of Firm: GRANITE CONSTRUCTION COMPANY

Address: 580 West Beach Street, Watsonville CA 95076

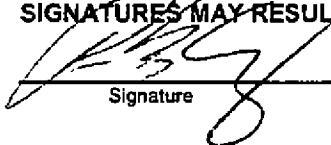
Telephone: (831) 763-6100

Email: patricia.arnett@gcinc.com

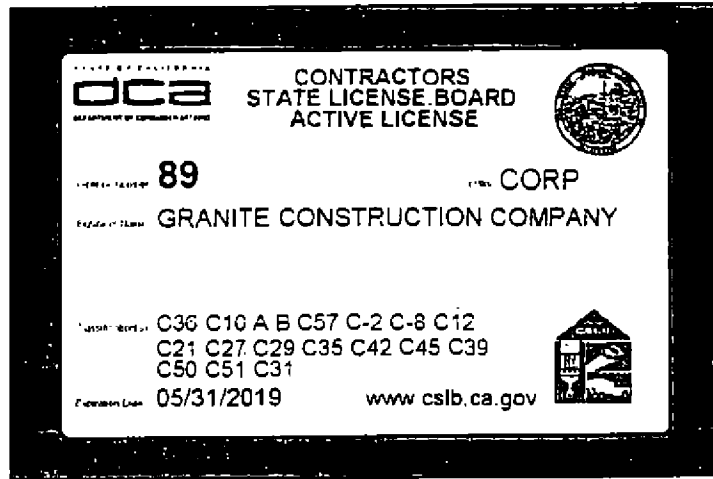


(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

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


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title



ADDENDA (Please acknowledge with initials)

May 31, 2017

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

May 31, 2017



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
Dennis the Menace Park Walkway, ADA & Access Improvements	City of Monterey	580 Pacific Street Room 7 Monterey, CA 93940	(831) 646-3921 lwilliamson@monterey.org	Lori Lynn Williamson
Carmel 2014 Street Projects, Phase 1	City of Carmel-by-the-Sea	PO Box CC Carmel-by-the-Sea, CA 93921	(831) 624-2110 sherman@neillcorp.com	Sherman Low
Vine Hill School Road/Tabor Drive Sidewalk & Bike Lanes	City of Scotts Valley	1 Civic Center Drive Scotts Valley, CA 95066	(831) 438-5854 myamin@scottsvalley.org	Majid Yamin



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
Superior hydroseeding	683292	1000009317	Watsonville	Broadcast Seed
Vdoukin and sons	662618	1000045269	Carmel	Handrail
ChrisP Company	374600	1000000306	Fremont	striping

Agreement #: Ag-6319 - Page 123 of 133

PERFORMANCE BONDBOND NO. 106670568PREMIUM: \$2,977.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and Granite Construction Company (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project Lower Presidio Historic Park is hereby referred to and made a part hereof; and Improvements Project

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

Travelers Casualty and

NOW, THEREFORE, We, the principal and Surety Company of America surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of ~~Six hundred sixty-one thousand, five hundred~~ ^{twenty-two} dollars (\$ \$661,522.00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

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

Granite Construction Company

By



PRINCIPAL

Kenneth B. Olson, Assistant Secretary

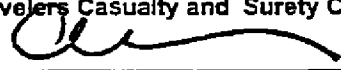
By:

N/A

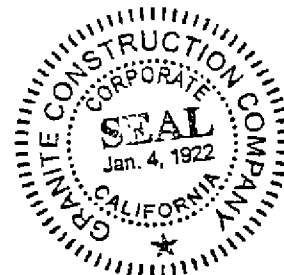
PRINCIPAL

Travelers Casualty and Surety Company of America

By:



ATTORNEY-IN-FACT

Ashley Stinson

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On June 29, 2017 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

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

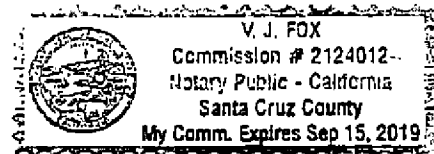
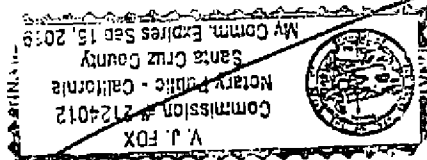
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public

(Seal)



PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: 106670568

KNOW ALL MEN/WOMEN BY THESE PRESENT that we Granite Construction Company as Principal (also referred to herein as "CONTRACTOR"), and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Six hundred sixty-one thousand, five hundred twenty-two Dollars (\$661,522.00), 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 [NAME OF PROJECT], in accordance with OWNER's Call for Bids documents and Principal's Bid Dated 6/6/2017, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

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

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



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

29th day of June, 2017

Travelers Casualty and
Surety Company of America

Surety

By: 

Ashley Stinson, Attorney-in-Fact
Print Name/Title

1 Tower Square, Hartford CT 06183
Address

(860) 277-1914
Telephone Number

Email Address

Granite Construction Company

Principal

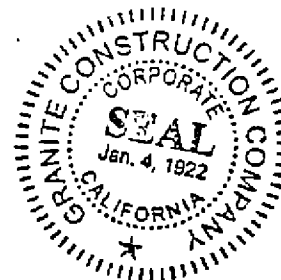
By: 

Kenneth B. Olson, Assistant Secretary
Print Name/Title

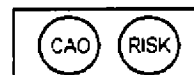
585 West Beach Street, Watsonville CA 95076
Address

(831) 724-1011
Telephone Number

Email Address



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



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On June 29, 2017 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

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

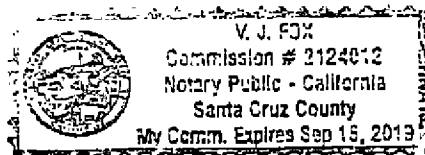
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

V.J. Fox, Notary Public

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 228138

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John D. Gilliland, Jigisha Desai, Kathleen Schreckengost, Catherine Gustavson, Ashley Stinson, and Lillian Tse** of the City of **Watsonville**, State of **California**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granito Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

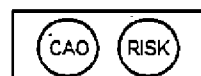
On this the 26th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.




Marie C. Tetrauit, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

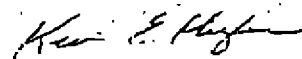
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **June 29, 2017**



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

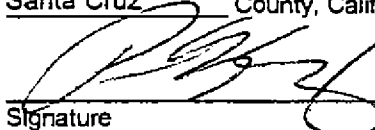
The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 6th day of May, 2017 in Watsonville [city], Santa Cruz County, California.



 Signature

Pennington B. Shortes, Area Manager
 Printed Name and Title



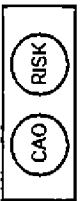
DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions



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

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 6th day of May, 2017 in Watsonville [city], Santa Cruz County, California.

Signature

Pennington B. Shortes, Area Manager

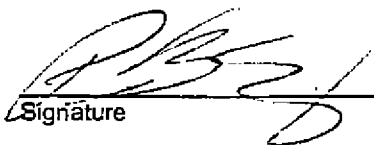
Printed Name and Title

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

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



GRANITE CONSTRUCTION COMPANY


 Signature

Pennington B. Shortes, Area Manager
 Printed Name and Title

June 6, 2017
 Date