

PUBLIC WORKS CONTRACT (Formal Bid)

English Avenue 200-300 Block Improvements Project (35n1713, 35n1813)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 20 day of February, 2018, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION, 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 English Avenue 200-300 Block Improvements Project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated January 8, 2018, for the **Total Base Bid in an amount not to exceed Five Hundred Thirty-Six Thousand Eight Hundred Eighty-Five Dollars (\$536,885.00)** 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 ninety (90) 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 1725.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on February 6, 2018 by Resolution 18-010 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
  - A. Plans and Specifications
  - B. Accepted Proposal
  - C. Performance Bond
  - D. Payment Bond (labor and materials)
  - E. Non-Collusion Declaration
  - F. Debarment and Suspension Certification
  - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

ATTEST:

By: [Signature]  
City Clerk

CITY OF MONTEREY:

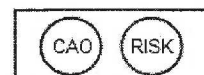
By: [Signature]  
City Manager, or his designee

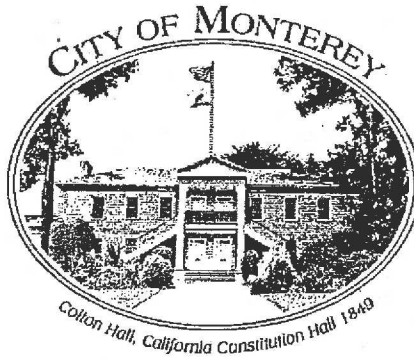
A. TEICHERT & SON, INC.  
DBA TEICHERT CONSTRUCTION:

By: [Signature]  
Francis Johnson, Vice President

T00012-CA (v. 2.3 - 9/13/2017)

Agreement #: Ag-7052 - Page 1 of 167





CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

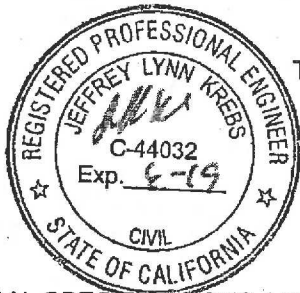
SPECIFICATIONS

FOR

ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS

PROJECT CODES 35N1713, 35N1813

FORMAL BID



This is a Neighborhood Improvement Project

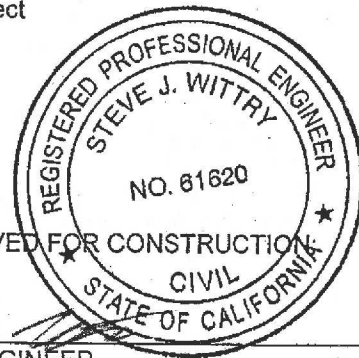
TECHNICAL SPECIFICATIONS APPROVED BY:

*Jeffrey Lynn Krebs*

ENGINEER

DATE:

*11/20/17*



APPROVED FOR CONSTRUCTION  
CIVIL

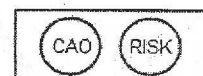
CITY ENGINEER

DATE:

*11/20/17*

Master Specification Revision: 6/22/2017

Project Specification Revision:



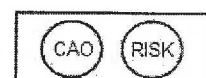


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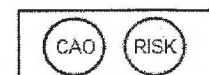
ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)

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CITY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
MONTEREY, CALIFORNIA

**PART I: NOTICE TO CONTRACTORS**

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., January 9, 2018, 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 English Avenue 200-300 Block Improvements (35n1713, 35n1813) in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, clearing and grubbing, earthwork, sawcutting, demolition of existing improvements, grading, construction of curb and gutter, concrete sidewalk, concrete curb ramps, asphalt concrete pavement overlay, catch basin, tree box filter, storm drain pipe, asphalt concrete pavement conforms, and pavement markings. Work also includes temporary traffic control, temporary erosion and sedimentation control, and temporary tree protection.

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**

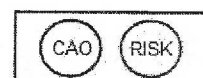
Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard 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 onsite pre-bid conference is scheduled for English Avenue 200-300 Block Improvements on December 12, 2017, 2:00-3:00 PM at the intersection of English Avenue and Grant Avenue, 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(f) 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](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

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



decisions on extending the bid period.

## **DEFINITIONS**

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

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

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)**

**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	Earthwork	1	LS		
5	Clearing and Grubbing	1	LS		
6	Tree Removal	1	EA		
7	Sawcut AC Pavement	1,540	LF		
8	Sawcut Concrete Curb and Gutter	8	EA		
9	Sawcut Concrete Sidewalk, Sidewalk Crossing and Driveway	55	LF		
10	Remove AC Pavement	3,220	CF		
11	Remove Concrete Curb and Gutter	270	LF		
12	Remove Concrete, Sidewalk, Sidewalk Crossing and Driveway	775	SF		
13	Remove Concrete Curb Ramp	379	SF		
14	Remove Catch Basin	2	EA		
15	Remove 12" Storm Drain Pipe	50	LF		
16	Remove Pavement Markings	325	SF		
17	Remove Roadside Sign	3	EA		
18	Adjust Water Meter/Valve Cover to Grade	11	EA		
19	Adjust Sewer Manhole to Grade	3	EA		

20	Class 2 Aggregate Base	16,455	SF		
21	Hot Mix Asphalt (Type A)	12467	SF		
22	Construct Concrete Curb and Gutter	1,110	LF		
23	Construct Concrete Sidewalk	4,236	SF		
24	Construct 6" Concrete Curb at Back of Sidewalk	49	LF		
25	Construct Concrete Residential Sidewalk Crossing and Driveway	2,633	SF		
26	Construct Concrete Curb Ramp	898	SF		
27	Construct Concrete Paver Vehicular Pavement	130	SF		
28	Construct Hot Mix Asphalt Sidewalk	502	SF		
29	Construct Catch Basin	2	SF		
30	Construct Storm Drain Sewer Manhole	1	EA		
31	Construct 6" Storm Drain Pipe	58	LF		
32	Construct 12" Storm Drain Pipe	50	LF		
33	Install Traffic Stripe, Detail 21 (Thermoplastic)	537	LF		
34	Install Pavement Markings	64	SF		
35	Install Pavement Marker, Type BB (Blue Retroreflective)	1	EA		
36	Install Roadside Sign	2	EA		
37	Install Tree Box Filter	96	SF		
38	Install Street Light Foundation, Pole, Arm, and Luminaire	1	EA		
39	Record Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 39) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

**BASIS OF AWARD**

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

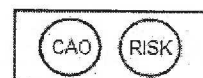
Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, excavation and embankment, and import and export of material, and finish grading for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**5. Clearing and Grubbing**

Measurement and payment for this item shall be on a lump sum (LS) 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.

**6. Tree Removal**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing equipment, labor, tools, equipment, and incidentals necessary for removal and disposal of tree limbs, tree trunk, and tree root ball, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.





**7. Sawcut AC Pavement**

Measurement and payment for this item shall be on a per linear foot (LF) 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.

**8. Sawcut Concrete Curb and Gutter**

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

**9. Sawcut Concrete Sidewalk, Sidewalk Crossing and Driveway**

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

**10. Remove AC Pavement**

Measurement and payment for this item shall be on a per cubic foot (CF) 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.

**11. Remove Concrete Curb and Gutter**

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

**12. Remove Concrete Sidewalk, Sidewalk Crossing and Driveway**

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

Removal of curb and gutter adjoining driveways is not included in this bid item, but is paid for under Remove Concrete Curb and Gutter.

**13. Remove Concrete Curb Ramp**

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

Curb ramps shall be measured by computing the area from the back of curb to the outside limits of the 12" grooved band and between the outside limits of grooved bands at each side of the ramp. Removal of curb and gutter adjoining curb ramps is not included in this bid item, but is paid for under Remove Concrete Curb and Gutter.

**14. Remove Catch Basin**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to removing existing storm drain catch basin, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**15. Remove 12" Storm Drain Pipe**

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to removing existing 12" storm drain pipe from the catch basin to the storm drain manhole, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**16. Remove Pavement Markings**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal of thermoplastic and painted pavement stripes and markings and raised pavement markers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Removal of pavement markings where AC pavement is to be removed or ground for an overlay is not to be included in this bid item.

**17. Remove Roadside Sign**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal of roadside sign, post, and footing as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**18. Adjust Water Meter/Valve Cover to Grade**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove and reinstall the water meter cover at final grade with a concrete collar after grading and paving, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**19. Adjust Sewer Manhole to Grade**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to lower the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**20. Class 2 Aggregate Base**

Measurement and payment for this item shall be on a per cubic yard (CY) basis in accordance with the Caltrans Standard Specifications. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for preparing and recompacting subgrade, and placing, spreading and compacting aggregate base in areas to receive curbs, gutters, driveways, sidewalks, and HMA vehicular paving, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

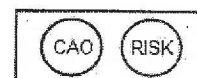
**21. Hot Mix Asphalt (Type A)**

Measurement and payment for this item shall be on a per square foot area (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.

**22. Construct Concrete Curb and Gutter**

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; constructing concrete curb and gutter in accordance with City standard 100 R; and dowelling into existing curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Excluded from this item are curb and gutter transitions for catch basins, and curb and gutter within the limits of curb



ramps and driveway aprons (sidewalk crossings).

**23. Construct Concrete Sidewalk**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; constructing concrete sidewalk in accordance with City standard 111 R; and dowelling into existing sidewalk and curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**24. Construct 6" Concrete Curb at Back of Sidewalk**

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; constructing concrete curb as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**25. Construct Concrete Residential Sidewalk Crossing and Driveway**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for recompacting aggregate base or subgrade; placing reinforcing steel; constructing concrete residential sidewalk crossing in according to City standards 108 R and/or 108 J, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Residential Sidewalk Crossing and Driveway area shall include the curb and gutter adjacent to the driveway.

**26. Construct Concrete Curb Ramp**

Measurement and payment for this item shall be on a per square foot (SF) basis. Curb ramp area shall be the area within and including the 12"-wide grooved border, and shall include the curb and gutter in front of the ramp. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing a concrete ramp according to Caltrans 2015 Standard Plan A88A, with Colonial Red color truncated domes, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**27. Construct Concrete Paver Vehicle 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 for placing, spreading, and compacting Class 2 aggregate base, spreading and compacting bedding sand, and setting and finishing concrete pavers and over-excavation and recompaction of sub-grade; doweling into adjacent curb, gutter, and concrete bands; and constructing 18"-wide reinforced concrete band as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**28. Construct Hot Mix Asphalt Sidewalk**

Measurement and payment for this item shall be on a per square foot area (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.

**29. Construct Catch Basin**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain catch basin per City standard detail 103BR, including structure excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, connecting to existing pipes, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**30. Construct Storm Drain Sewer Manhole**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain

sewer manhole per City standard detail 200R, including structure excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, connecting to existing pipes, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**31. Construct 6" Stormdrain Pipe**

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 6" SDR 35 storm drain pipe; and structure connections; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**32. Construct 12" Stormdrain Pipe**

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured along the centerline of pipe alignment. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for pipe trenching and bedding; installation of 12" SDR 35 storm drain pipe; and structure connections; and backfill and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**33. Install Traffic Stripe, Detail 21 (Thermoplastic)**

Measurement and payment for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markings, and application of painted (2 coat paint) or thermoplastic markings, and raised retroreflective markers, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**34. Install Pavement Markings**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markings, and application of painted (2 coat paint) or thermoplastic markings, and raised retroreflective markers, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**35. Install Pavement Marker, Type BB (Blue Retroreflective)**

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

**36. Install Roadside Sign**

Measurement and payment for this item shall be on a per each (EA) 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 installing existing sign panels on 2"-diameter galvanized steel pipe set in a concrete footing, in accordance with City standard detail 603, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**37. Install Tree Box Filter**

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of 4'x4', and 4'x8' High Flow Rate Tree Box Filter with 1'8" media depth, including structure excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, connections, filtration and soil media, irrigation system, tree, mulching, and construction of adjoining curb and gutter, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

**38. Install Street Light Foundation, Pole, Arm, and Luminaire**

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



limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal and disposal of existing street light and footing, and furnishing and installing new Type 15 street lighting standard, (light number 0Y022), where shown in accordance with Caltrans 2015 Standard Plan ES-6A, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

### **39. 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.

### **ANCILLARY ITEMS**

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

### **LUMP SUM PRICE BREAKDOWN**

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

### **BID CLARIFICATION**

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

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

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

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

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

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

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$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: \_\_\_\_\_

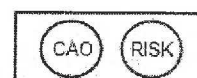
Email: \_\_\_\_\_

(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. \_\_\_\_\_

_____
_____
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_____
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_____



**BIDDER'S STATEMENT OF QUALIFICATIONS**

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

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

**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.

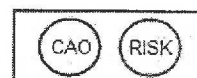
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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



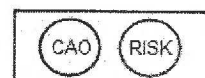
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

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: **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)**.

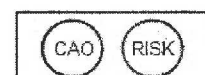
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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.

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

<p>_____</p> <p>(Surety Name)</p> <p>By: _____</p> <p>(Signature of Attorney-In-Fact for Surety)</p> <p>_____</p> <p>(Typed or Printed Name of Attorney-In-Fact)</p> <p>(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.)</p>
---

<p><b>Contact name, address, telephone number and email address for notices to the Surety</b></p> <p>_____</p> <p>(Contact Name)</p> <p>_____</p> <p>(Street Address)</p> <p>_____</p> <p>(City, State &amp; Zip Code)</p> <p>( ) _____ ( ) _____</p> <p>Telephone Fax</p> <p>_____</p> <p>(Email address)</p>
--



**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)

\_\_\_\_\_

**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/> Product	Model Number	Manufacturer	Product Rating/Certification
<input type="checkbox"/> Tree Box Filter:	Filterra	Contech Engr. Sol.	100 in/hr infiltration rate
<input type="checkbox"/> Tree Box Filter:	_____	_____	_____

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**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**

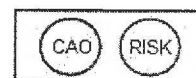
**CONTRACT AWARD**

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 (Formal Bid)****English Avenue 200-300 Block Improvements Project (35N1713, 35N1813)**

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 **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**. 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 ninety (90) working days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [ Month Day, Year ] by Resolution [ ## ### ] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

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

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

ATTEST:

CITY OF MONTEREY:

[ INSERT CONTRACTOR NAME ]:

By: \_\_\_\_\_  
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.

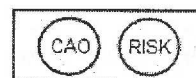
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of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

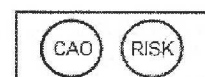
BOND NO.: \_\_\_\_\_

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 **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS 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

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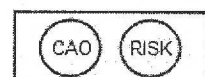
(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

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



## SCOPE OF WORK

### INTENT

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

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

### CHANGES AND EXTRA WORK

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

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

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

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

### CLEANUP

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

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

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

## CONTROL OF WORK

### CONTRACT COMPONENTS

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

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

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

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

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

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

### ENGINEER'S AUTHORITY

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

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

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

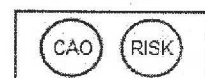
### ASSIGNMENT

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

### SUBCONTRACTING

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

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



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

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

#### REPRESENTATIVE

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

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

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

#### EQUIPMENT

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

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

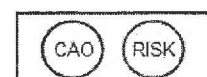
The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the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

#### PROPERTY AND FACILITY PRESERVATION

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

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

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



## POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

## CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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

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

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

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

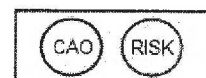
## EMPLOYEES

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

## CONTROL OF MATERIALS

### GENERAL

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





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

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

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

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

#### MATERIAL SOURCE

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

#### QUALITY

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

#### GUARANTEE

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

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

## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### LAWS

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

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

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

### NONDISCRIMINATION

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

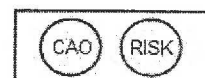
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor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

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

### LABOR CODE

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

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



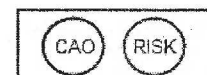
WAGES

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

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

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

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



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

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

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

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

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

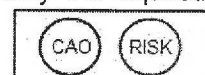
The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid,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

#### CERTIFIED PAYROLL RECORDS

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

#### APPRENTICES

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



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

#### WORKING HOURS

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

#### OCCUPATIONAL SAFETY AND HEALTH STANDARDS

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

#### EXCAVATION SAFETY

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

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

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

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



#### PUBLIC CONVENIENCE AND PUBLIC SAFETY

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

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

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

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

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

#### WORKER'S COMPENSATION

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

#### PATENTS

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

#### RIGHT OF PROPERTY

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

#### INCREASED FORCE

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

## LIABILITIES

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

## PROSECUTION AND PROGRESS

### GENERAL

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

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

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

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

## SUSPENSIONS AND DELAYS

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

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

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



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

#### RIGHTS OF WAY

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

#### PAYMENT

##### GENERAL

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

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

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

##### PROGRESS PAYMENTS

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

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

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

of the value of all work done.

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

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

#### PAYMENT AFTER CONTRACT ACCEPTANCE

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

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

## ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)

### PART IV: SPECIAL PROVISIONS

#### GENERAL

The work, in general, consists of the addition of new curb, gutter, and sidewalk on English Avenue from the Highway 1 off ramp to Montecito Avenue. The work shall include, but not be limited to, clearing and grubbing, earthwork, sawcutting, demolition of existing improvements, grading, construction of curb and gutter, concrete sidewalk, concrete curb ramps, asphalt concrete pavement overlay, catch basin, tree box filter, storm drain pipe, asphalt concrete pavement conforms, and pavement markings. Work also includes temporary traffic control, temporary erosion and sedimentation control, and temporary tree protection.

#### PLANS AND SPECIFICATIONS

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

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

#### CONTRACT BONDS

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

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

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

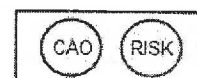
Please refer to Part III, Page 3, for sample bond forms.

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

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

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

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



### TIME LIMITS

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

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

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **ninety (90)** working days from the effective date of the Notice to Proceed.

### LICENSES AND PERMITS

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

City permits shall be issued at no charge, except for construction parking permits

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.

Contractor shall be required to obtain and hold a **Double Permit** (City's Encroachment Permit 0516 NCS 0692) from Caltrans for work in the State right-of-way. Contractor shall provide a copy of the completed Double Permit to the Engineering Division no later than three (3) days prior to start of construction. California Department of Transportation, District 5 Encroachment Permit Office, 50 Higuera Street, San Luis Obispo, CA 93401 (805) 549-3152.

### SITE INSPECTION

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

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

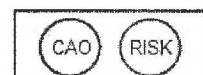
It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the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

### SUBMITTALS

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

#### Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),



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

**Submittal Content and Product Data:**

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

**CONSTRUCTION SURVEYS**

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

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

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

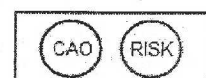
**PROTECTION OF PRIVATE PROPERTY**

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

**CONSTRUCTION QUALITY CONTROL**

**Definitions**

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



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

#### Contractor Responsibility

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

#### The Quality Control Plan

##### Quality Control Plans and Procedures.

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

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

#### QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.



- a. Tests and Inspections:  
Sub-grade compaction  
Aggregate placement and compaction  
Forms Placement  
Trench backfill and bedding  
Reinforcing bar placement  
Fill Material (if applicable)  
Pipe placement  
Lateral Connections  
High Strength Fasteners and Bolts  
Epoxy  
Street Light Bases  
Tree box filter media

- b. Materials and Materials Certification:  
Aggregate Base  
Hot Mix Asphalt/Asphalt Concrete  
Concrete  
Catch Basin and Manhole Casting  
Reinforcing Bar  
Pipe Material  
Trench backfill material  
Lumber  
RC pipe  
Slurry backfill  
Tree box filter media

c. Daily Reports

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

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

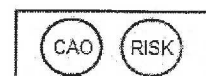
4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and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

### GUARANTEE

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

### REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and



regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

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

#### **PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

#### **INDEMNIFICATION AND HOLD HARMLESS**

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





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

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

## INSURANCE

Contractor shall procure and maintain for the duration of the contract, *and for 1 year thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

## MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

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

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.

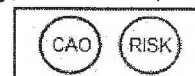
## SELF-INSURED RETENTIONS

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

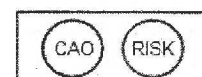
Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure 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



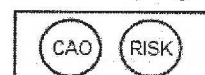
experience, insurer, coverage, or other circumstances.

**RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR 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.

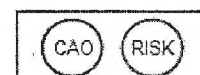
4. Following City's written response:

- 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.

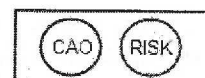
#### **RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000**

**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.

#### **PRE-CONSTRUCTION CONFERENCE**

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





date and time.

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

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

#### **LIQUIDATED DAMAGES**

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **one thousand nine hundred dollars (\$1,900)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

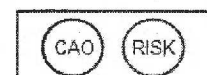
It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City;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

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

#### **CONSTRUCTION PROCEDURE**

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

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement



for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

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

### **TRAFFIC CONTROL**

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

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

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of five (5) business days in advance as to proposed closures and alternate routes available.

The approved Traffic Control Plan shall be submitted to Caltrans Encroachment Permit Office by the contractor, pursuant to the Double Permit. Reference the City's Encroachment Permit number 0516 NCS 0692.

The following shall be incorporated into the Traffic Control Plan:

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

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.

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

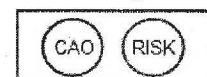
Traffic Control Plans shall contain the following notes:

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

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

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

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course





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

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

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

#### **CONSTRUCTION PROJECT SIGNS**

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

#### **REMOVAL OF OBSTRUCTIONS**

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

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

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

#### **UNDERGROUND UTILITIES**

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

#### **UTILITY COMPANY COORDINATION**

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

#### **CONTRACT PLANS AND SPECIFICATIONS**

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

### DUST CONTROL

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

### CONNECTION TO EXISTING UTILITIES

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

### SANITARY FACILITIES

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

### INSPECTION OF WORK

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

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

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

### RECORD DRAWINGS

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

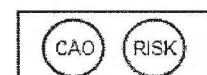
The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

### ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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

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

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site



discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

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

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

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

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.

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

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

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

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

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

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

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

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

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

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

### **TREE PROTECTION REQUIREMENTS**

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

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

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





and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.

7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at [www.monterey.org](http://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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**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)****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.

**DEMOLITION AND DISPOSAL OF CONCRETE CURBS, GUTTERS, DRIVEWAYS, 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.

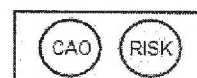
**EARTHWORK**

All earthwork shall be done in accordance with Section 19 of the State Standard Specifications and these special provisions. This work shall include performing all operations necessary to excavate all materials, regardless of character, and subsurface conditions from the length and cross section of the construction area necessary to perform the work shown on the plans. This shall include all operations necessary to construct embankments, including the placement of selected material in connection therewith to backfill depressions resulting from the removal of obstructions. Other operations included in this work are preparing the construction area with on site material, such as importing select material from on site for placing sidewalk paving or aggregate base and paving thereon. Grading, moisture conditioning, and compaction are all elements of such preparation.

The provisions in the second paragraph of Section 19-5.03B, "Relative Compaction (95 Percent)," of the Standard Specifications are amended as follows: the depth of over-excavation and recompaction to 95 percent shall be 6 inches below the grading plane, unless otherwise shown on the Plans.

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

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



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

### 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
  - Aggregate for **RAP** lifts greater than 2", other than finished top lifts, and base course paving shall conform to 3/4 inch maximum, 3/4" Sieve size with 88-90% passing target value limit, otherwise medium grading as specified in Section 39, "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/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing HMA and PCC pavement	0.03	0.04	0.03
Planed Pavement	0.06	0.07	0.05

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 Plaining
  - 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.

**CONCRETE UNIT PAVER VEHICULAR PAVEMENT**

Concrete interlocking pavers shall be installed by a contractor and crew with at least one year of experience in placing interlocking concrete pavers on projects of similar nature or dollar cost. Contractor shall hold current Basic Level Certificate from the Interlocking Concrete Pavement Institute contractor certification program.

Geotextile, reinforced concrete slab under pavers, aggregate base under pavers, bedding and joint sand, and pavers shall all be included as part of this item.

### GEOTEXTILE

Geotextile shall conform to Section 88 of the Standard Specifications.

### REINFORCED CONCRETE SLAB

Reinforced concrete slab shall conform to Concrete Curbs, Gutters, and Sidewalks of these special provisions.

### PAVER UNITS

Concrete interlocking paver units shall meet the requirements of ASTM C 936.

Pavers shall be **3-1/8"-thick "Holland", red/tan, manufactured by Pacific Interlock Pavingstone**, or approved equal. Color will be selected by the Engineer from the City's approved colors.

Pavers shall be installed in a 90-degree herringbone pattern, with standing soldier course around the perimeter and at utility structures.

Joints between the pavers shall be between 1/16 and 3/16 inches wide. Gaps at the edges of the paver area shall be filled with cut pavers or edge units. Layout shall be done so as to minimize the number of cut pavers, or pavers cut to less than one-third of a whole paver. In no case shall cut pavers have a dimension less than 1/2 inch.

Pavers shall be cut with a double-bladed paver splitter or masonry saw.

A low amplitude, high frequency plate vibrator capable or at least 22 kN compaction shall be used to vibrate the pavers into the bedding sand and to completely fill paver joints with joint sand.

The surface of the installed pavers shall not deviate more than 1/2 inch under a 10 foot long straightedge. The surface elevation of the installed pavers shall be 1/8 to 1/4 inch above adjacent concrete bands or lip of gutter.

### 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.

### **ADJUSTMENTS**

Manhole covers and frames shown to be adjusted on the plans shall be adjusted to new grades with concrete or an approved adjusting ring, as shown on the Plans. Work shall conform to Section 15-2 of the State Standard Specifications and these requirements.

Valve and monument covers shall be adjusted to new grades after completion of paving operations as shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2 of the State Standard Specifications, and these requirements.

All covers will be left free of any asphaltic material and will be completely cleaned not more than five (5) days after paving has been completed at that particular location. All frames and boxes shall be within  $\frac{1}{2}$ " of the bottom of an 8 foot straight edge when placed across manhole on the finished pavement.

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

Monument covers, if replaced, shall be Phoenix Iron Works P-2001 or Brooks No. 4, or approved equal.

Water valve cover adjustments shall be performed in accordance with the requirements of the California-American Water Company. Valve covers, if replaced, shall be approved by the California-American Water Company.

### **CONCRETE STRUCTURES**

All concrete structures shall conform to Section 51 "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Facilities", Section 75 "Miscellaneous Metal" and these Technical Specifications, except for the Measurement and Payment sections in each.

STORM DRAIN INLET TYPE 103BR shall conform to City standard detail 103BR, the Project Plans and these Specifications.

All precast members shall conform to Section 70-1.02H, "Precast Concrete Structures", of the Standard Specifications. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.

Payment for miscellaneous concrete structures shall be on an installed unit basis. The contract price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, and for doing all other work involved in constructing the structures as shown on the Project Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

### **STORM DRAIN PIPE**

Storm Drain Pipe shall conform to one of the following:

- HDPE SDR 26 pipe conforming to AWWA C901/C906
- PVC SDR 32.5 or SDR 25 Water Pipe conforming to AWWA C900/C905
- PVC SDR 35 or SDR 25 Gravity Sewer Pipe conforming to ASTM D3034

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

Pipe trenching, bedding and backfill shall be in accordance with the details shown on the Plans, ASTM D-2421 and pipe manufacturer recommendations.

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

### **BEDDING AND JOINT SAND**

Bedding and joint sand shall be durable, lean, non-plastic, natural sand or sand manufactured from crushed rock, free from deleterious or foreign matter. Do not use limestone screenings or stone dust.

Bedding Sand shall be commercial quality fine aggregate conforming to ASTM C 33.

Joint sand shall be fine aggregate conforming to ASTM C 33 or masonry mortar sand conforming to ASTM C 144.

Aggregate base or concrete slab shall be plus or minus 1/4 inch over a 10' straight edge prior to placing bedding sand. Bedding sand shall not be used to fill depressions in the base course.

Bedding sand shall be spread evenly over the base course and screeded to a nominal 1 inch thickness, not exceeding 1.5 inches thickness. The screeded sand shall not be disturbed. Dry joint sand shall be swept into the paver joints and vibrated until they are full. Excess sand shall be swept off and removed when the job is complete.

### **REMOVE PAVEMENT DELINEATION AND PAVEMENT MARKERS**

Existing pavement stripes, markings, and pavement markers shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

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

### **PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS**

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

All traffic stripes installed on Portland cement concrete pavement shall be paint.

The first application of permanent paint striping and pavement markings shall be placed within 3 to 5 days after surfacing. The final paint application shall be applied after 25 to 30 calendar days curing time. The 30-day curing time will not be counted as days for the striping item of work. Liquidated damages due to striping starts on the 6th and 31st days, respectively.

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

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

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

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

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

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



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

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

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

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

Paint markings at the non-resurfaced legs of the intersection shall receive a single coat.

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

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

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

First Coat 215 Square Feet/Gallon

Second Coat 215 Square Feet/Gallon

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

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

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

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

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

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

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

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

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

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



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

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

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

STATE OF CALIFORNIA SPECIFICATION 8010 21C 22, GLASS SPHERES (BEADS) This specification covers glass spheres for use in providing nighttime retro reflectance for painted traffic lines and other markings for highway delineation. Type 11 glass spheres shall be used.

### THERMOPLASTIC PAVEMENT STRIPES AND MARKINGS

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH 02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $250 \text{ mcd m}^{-2} \text{ lx}^{-1}$ . Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of  $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$ .

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.098	0.34

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

### **PAVEMENT MARKERS**

Cat tracking is required before permanent markers are placed as specified elsewhere in these Special Provisions.

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The CONTRACTOR shall furnish the ENGINEER certificates of compliance for the pavement markers in conformance with the provisions in Section 6 1.07, "Certificates of Compliance," of the Standard Specifications.

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

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

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

Pavement markers shall not be placed on painted surfaces.

The cost of furnishing and applying Rapid Set Type adhesive shall not be paid for as extra work, but shall be considered included in the contract prices paid for pavement markers.

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

### **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.

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

### **STREET LIGHTS**

Street lights shall conform to Section 86, "Electrical Systems" of the Standard Specifications.

Existing street light in the State ROW, where shown on the plans to be removed and replaced. Street lights in the State ROW shall be installed in accordance with Caltrans 2015 Standard Plan ES-6A.

### **HIGH FLOW RATE TREE BOX FILTER**

High Flow Rate Tree Box Filter shall conform to "Concrete Structures" of these Specifications, this Section, and to the tree box manufacturer's recommendations and instructions.

The system shall be approved by the Washington State Department of Ecology (DOE)'s Technology Assessment Protocol for Ecology (TAPE) for General Use Level Designation (GULD) for TSS, oil and grease, and enhanced dissolved metals at a design flow rate of at least 50 inches per hour.

High flow tree box filter shall be: "Filtrerra" as manufactured by Contech Engineered Solutions LLC, or approved equal.

Comply with the tree box manufacturer's instructions regarding safeguarding the tree box from contamination during construction. Sediment-laden construction site runoff shall not enter the tree box.

Submit the proposed tree species to the Engineer. The tree box will not be irrigated, therefore the tree shall be drought-tolerant.

The furnished tree box unit shall include, at a minimum:

1. Precast concrete box of the dimensions indicated on the Plans
2. Pedestrian load rated precast concrete top slab with cast iron tree grate(s)
3. Underdrainage system consisting of an 8"-deep permeable material and a 6"-diameter or larger perforated drain pipe, with cleanout. Filter fabric shall not be used to separate the drainage layer from the biofiltration media.
4. Engineered and certified high flow rate biofiltration media rated for at least 50 inch per hour filtration rate.
5. At least 2 inches of mulch
6. Cobble or brick splash pad at the curb opening
7. Drip irrigation piping and emitters

Tree box installation includes, but is not limited to:

1. Structure excavation
2. Placement and compaction of 6"-deep Class 2 aggregate base
3. Installation of the Tree Box true to line and grade
4. Connection of tree box under-drain to adjacent storm drain inlet, including all necessary trenching, pipe and connectors, and backfill
5. Structure backfill
6. Construction of the gutter pan in front of the box as well as the widened curb transition flare to adjoining City standard curb and gutter
7. Installation of the top slab at finished sidewalk grade, including bricking and grouting
8. Temporary inlet protection until the construction site is fully stabilized

Tree box activation (by manufacturer's representative) shall include, at a minimum:

1. Removal of protective curb opening covering
2. Tree planting and installation of mulch, splash pad, irrigation tubing, tree grate, and any other items required for a complete installation

Tree box activation shall not occur until the construction site has been fully stabilized (paved and landscaped), and tributary pavements swept clean. The date of tree box activation must be approved by the Engineer.

#### **Maintenance Period**

The tree box manufacturer shall provide one year of maintenance, which shall include at least two scheduled visits by manufacturer's maintenance personnel. The Maintenance Period shall commence upon tree box activation.

Maintenance activities include:

1. Unit inspection and inspection of surrounding area
2. Removal of tree grate and splash pad
3. Removal of debris, trash and mulch
4. Mulch replacement
5. Plant health evaluation and pruning or replacement if necessary
6. Cleanup
7. Submittal of inspection and maintenance form to the City

#### **RELOCATE FENCE**

This work consists of removing existing fence and concrete footings, and constructing new fence and concrete footings.

Relocated wooden fence shall match the height and design of the fence that was removed, unless directed otherwise by the Engineer. Existing rails and pickets may be reused if approved in by the Engineer.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and AWPAs Use Category System: UC4A, Commodity Specification A or B. All other wood shall be naturally decay resistant lumber conforming to AWPAs Use Category UC3B, Commodity Specification A.

Posts shall be placed in concrete footings. Footings shall be a minimum of 2 feet 6 inches deep, measured on the downhill side, and shall be at least 12 inches in diameter. The fence post shall be centered in the concrete footing. Posts shall extend to the bottom of the footing.

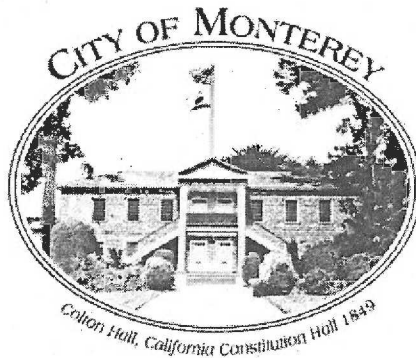
The finished fence shall be painted with two coats of paint.

#### **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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# BID PROPOSAL COVER SHEET

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS PROJECT (35N1713, 35N1813)**

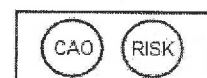
ITEM

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
12. Specified or Approved Equal product Submittals

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



**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)****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	Earthwork	1	LS		
5	Clearing and Grubbing	1	LS		
6	Tree Removal	1	EA		
7	Sawcut AC Pavement	1,540	LF		
8	Sawcut Concrete Curb and Gutter	8	EA		
9	Sawcut Concrete Sidewalk, Sidewalk Crossing and Driveway	55	LF		
10	Remove AC Pavement	3,220	CF		
11	Remove Concrete Curb and Gutter	270	LF		
12	Remove Concrete, Sidewalk, Sidewalk Crossing and Driveway	775	SF		
13	Remove Concrete Curb Ramp	379	SF		
14	Remove Catch Basin	2	EA		
15	Remove 12" Storm Drain Pipe	50	LF		
16	Remove Pavement Markings	325	SF		
17	Remove Roadside Sign	3	EA		
18	Adjust Water Meter/Valve Cover to Grade	11	EA		
19	Adjust Sewer Manhole to Grade	3	EA		





20	Class 2 Aggregate Base	16,455	SF		
21	Hot Mix Asphalt (Type A)	12467	SF		
22	Construct Concrete Curb and Gutter	1,110	LF		
23	Construct Concrete Sidewalk	4,236	SF		
24	Construct 6" Concrete Curb at Back of Sidewalk	49	LF		
25	Construct Concrete Residential Sidewalk Crossing and Driveway	2,633	SF		
26	Construct Concrete Curb Ramp	898	SF		
27	Construct Concrete Paver Vehicular Pavement	130	SF		
28	Construct Hot Mix Asphalt Sidewalk	502	SF		
29	Construct Catch Basin	2	SF		
30	Construct Storm Drain Sewer Manhole	1	EA		
31	Construct 6" Storm Drain Pipe	58	LF		
32	Construct 12" Storm Drain Pipe	50	LF		
33	Install Traffic Stripe, Detail 21 (Thermoplastic)	537	LF		
34	Install Pavement Markings	64	SF		
35	Install Pavement Marker, Type BB (Blue Retroreflective)	1	EA		
36	Install Roadside Sign	2	EA		
37	Install Tree Box Filter	96	SF		
38	Install Street Light Foundation, Pole, Arm, and Luminaire	1	EA		
39	Record Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 39) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

**BASIS OF AWARD**

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

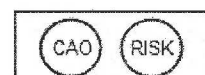
Email: \_\_\_\_\_

(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**

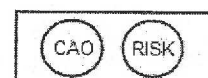
The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**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.

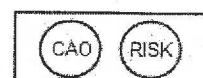
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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





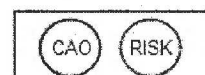
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

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: **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813).**

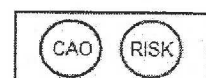
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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.)	

<b>Contact name, address, telephone number and email address for notices to the Surety</b>	
_____ (Contact Name)	
_____ (Street Address)	
_____ (City, State & Zip Code)	
(_____) _____ Telephone	(_____) _____ Fax
_____ (Email address)	

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

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

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

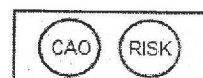
- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a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

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

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_



**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/> Product	Model Number	Manufacturer	Product Rating/Certification
<input type="checkbox"/> Tree Box Filter:	Filterra	Contech Engr. Sol.	100 in/hr infiltration rate
<input type="checkbox"/> Tree Box Filter:	_____	_____	_____

# ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS

## PROJECT CODES: 35N1713, 35N1813

FOR USE IN CONJUNCTION WITH PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MONTEREY, THE 2016 CALIFORNIA BUILDING STANDARDS CODE, AND THE 2015 STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

### LEGEND

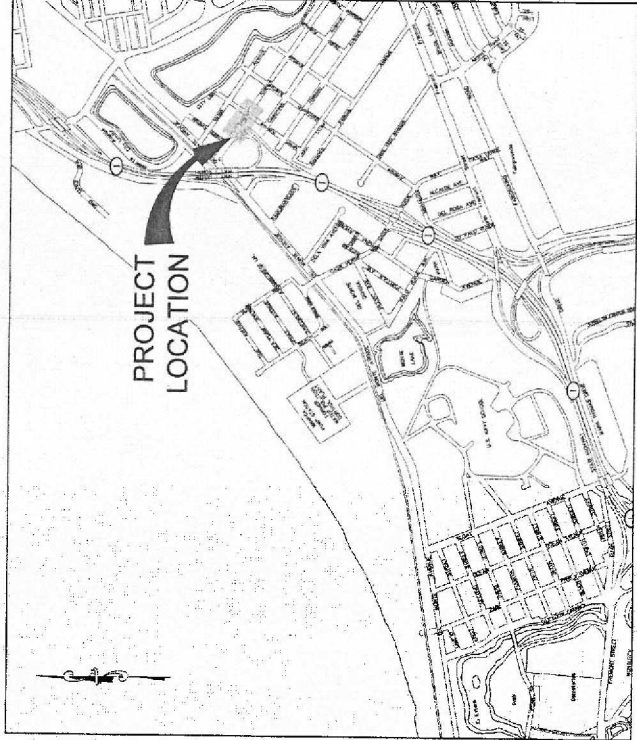
AD	ADJACENT SIDE	NE	NORTH
AE	ADJACENT END	NC	NORTH CURVE
AP	ADJACENT PAVEMENT	PC	POWER POLE
BP	BACK OF PAVEMENT	PP	POWER POLE
CC	CURB	SC	SOUTH CURVE
EC	END OF CURVE	SS	SOUTH STREET
FC	FLOOR CURVE	ST	STATION
GC	GUTTER	STB	STREET BENCH
HC	HIGHWAY	STC	STREET CURVE
IC	INTERSECTION	STL	STREET LIGHT
LC	LEFT CURVE	STP	STREET PAVEMENT
MC	MID CURVE	STW	STREET WATER
NC	NORTH CURVE	STX	STREET CROSSING
PC	POWER POLE	STY	STREET YIELD
SC	SOUTH CURVE	STZ	STREET ZONE
SS	SOUTH STREET	SW	SWITCH
ST	STATION	SWH	SWITCH HOUSE
STB	STREET BENCH	SWL	SWITCH LINE
STC	STREET CURVE	SWP	SWITCH POINT
STL	STREET LIGHT	SWR	SWITCH RAMP
STM	STREET MOUNT	SWT	SWITCH TAP
STP	STREET PAVEMENT	SWV	SWITCH VALVE
STW	STREET WATER		
STX	STREET CROSSING		
STY	STREET YIELD		
STZ	STREET ZONE		
SW	SWITCH		
SWH	SWITCH HOUSE		
SWL	SWITCH LINE		
SWP	SWITCH POINT		
SWR	SWITCH RAMP		
SWT	SWITCH TAP		
SWV	SWITCH VALVE		

### PROJECT INFORMATION

PROJECT LOCATION: 200-300 BLOCK OF ENGLISH AVENUE, MONTEREY, CA 93940  
PROJECT CODES: 35N1713, 35N1813  
PROJECT DESCRIPTION: IMPROVEMENTS TO ENGLISH AVENUE, INCLUDING CURB, GUTTER, AND PAVEMENT WORK.  
DATE: 01/27/2017

### STORMWATER CONTROL AREAS

STORMWATER CONTROL AREA	AREA (SQ FT)	PERCENT IMPERVIOUS	PERCENT PAVED	PERCENT GRAVEL	PERCENT ASPHALT	PERCENT CONCRETE	PERCENT OTHER
AREA 1	10,000	100%	100%	0%	0%	0%	0%
AREA 2	20,000	100%	100%	0%	0%	0%	0%
AREA 3	30,000	100%	100%	0%	0%	0%	0%
AREA 4	40,000	100%	100%	0%	0%	0%	0%
AREA 5	50,000	100%	100%	0%	0%	0%	0%
AREA 6	60,000	100%	100%	0%	0%	0%	0%
AREA 7	70,000	100%	100%	0%	0%	0%	0%
AREA 8	80,000	100%	100%	0%	0%	0%	0%
AREA 9	90,000	100%	100%	0%	0%	0%	0%
AREA 10	100,000	100%	100%	0%	0%	0%	0%



### VICINITY MAP

NOT TO SCALE

STORMWATER CONTROL AREA	AREA (SQ FT)	PERCENT IMPERVIOUS	PERCENT PAVED	PERCENT GRAVEL	PERCENT ASPHALT	PERCENT CONCRETE	PERCENT OTHER
AREA 1	10,000	100%	100%	0%	0%	0%	0%
AREA 2	20,000	100%	100%	0%	0%	0%	0%
AREA 3	30,000	100%	100%	0%	0%	0%	0%
AREA 4	40,000	100%	100%	0%	0%	0%	0%
AREA 5	50,000	100%	100%	0%	0%	0%	0%
AREA 6	60,000	100%	100%	0%	0%	0%	0%
AREA 7	70,000	100%	100%	0%	0%	0%	0%
AREA 8	80,000	100%	100%	0%	0%	0%	0%
AREA 9	90,000	100%	100%	0%	0%	0%	0%
AREA 10	100,000	100%	100%	0%	0%	0%	0%

### GENERAL NOTES

- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES. TO MAINTAIN ACCESS, CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 10 FEET FROM ALL UTILITIES AND ADJACENT PROPERTIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MONTEREY AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. CONTRACTOR SHALL MAINTAIN THE NEAREST AVENUE AT ALL TIMES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES. TO MAINTAIN ACCESS, CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 10 FEET FROM ALL UTILITIES AND ADJACENT PROPERTIES.
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### SHEET INDEX

DRAWING NO.	SHEET CONTENTS
C-1	COVER SHEET
C-2	PROPOSED AND EXISTING CONTROL PLAN
C-3	DETAILS 1
C-4	DETAILS 2
C-5	DEMOLITION AND OVERVIEW OF IMPROVEMENTS
C-6	PLAN AND PROFILE - HIGHWAY 1 OFF RAMP TO GRANT AVENUE NORTHWEST
C-7	PLAN AND PROFILE - HIGHWAY 1 OFF RAMP TO GRANT AVENUE SOUTHWEST
C-8	PLAN AND PROFILE - GRANT AVENUE TO MONTECITO AVENUE NORTHWEST
C-9	PLAN AND PROFILE - GRANT AVENUE TO MONTECITO AVENUE SOUTHWEST
C-10	STRIPE AND SIGN PLAN
C-11	TYPICAL CROSS SECTIONS - HIGHWAY 1 OFF RAMP TO GRANT AVENUE
C-12	TYPICAL CROSS SECTIONS - GRANT AVENUE TO MONTECITO AVENUE



### ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS

(35N1713, 35N1813)  
COVER SHEET

### CITY OF MONTEREY

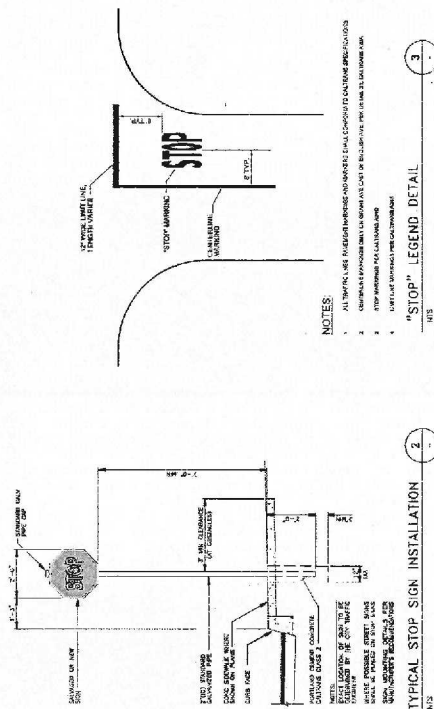
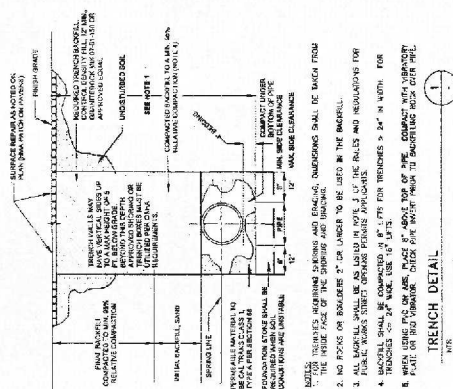
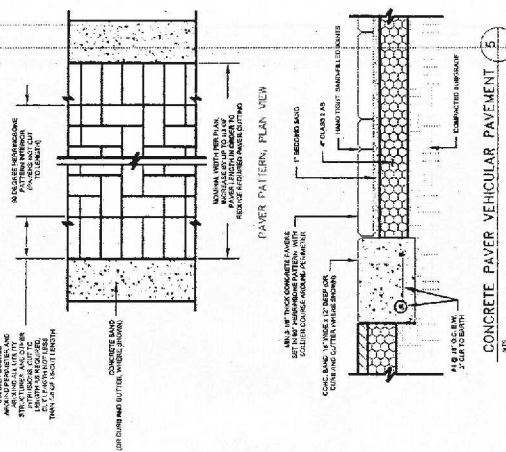
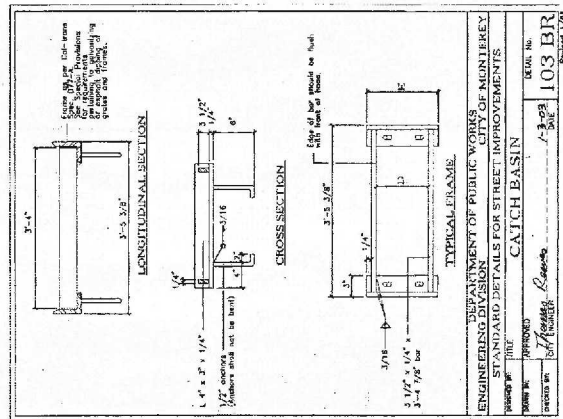
DEPARTMENT OF PLANS AND PUBLIC WORKS  
850 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3921 WEBSITE: [www.monterey.org](http://www.monterey.org)











TRENCH DETAIL

TYPICAL STOP SIGN INSTALLATION

"STOP" LEGEND: DETAIL

### GROOVING DETAIL

④

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

580 PACIFIC STREET, MONTEREY, CA 93840  
TEL: 831.646.1921 WFSR-TV MONTEREY.ORG

ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS  
(35N1713, 35N1613)

## DETAILS?

CALL: AS SHOWN  
DATE: OCT 27 2017  
REF: C-4

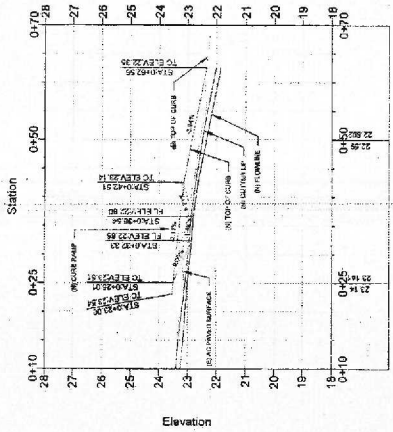
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AUTHORITY: 100-361071-1000	DISCLOSED BY: J.K.	DATE DISCLOSED: 8/20/01	REASON: 100-361071-1000

CHAD BLANCHARD

100

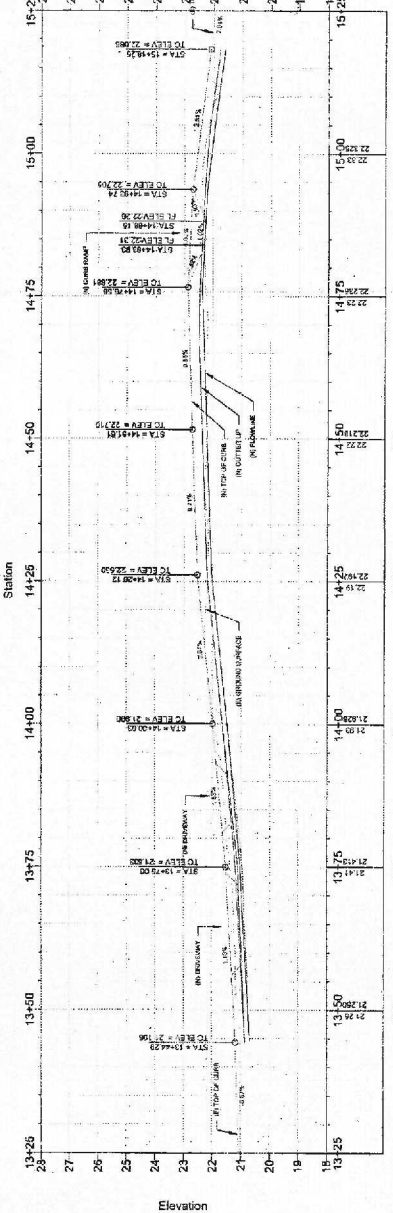
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EASTERLY CORNER PROFILE

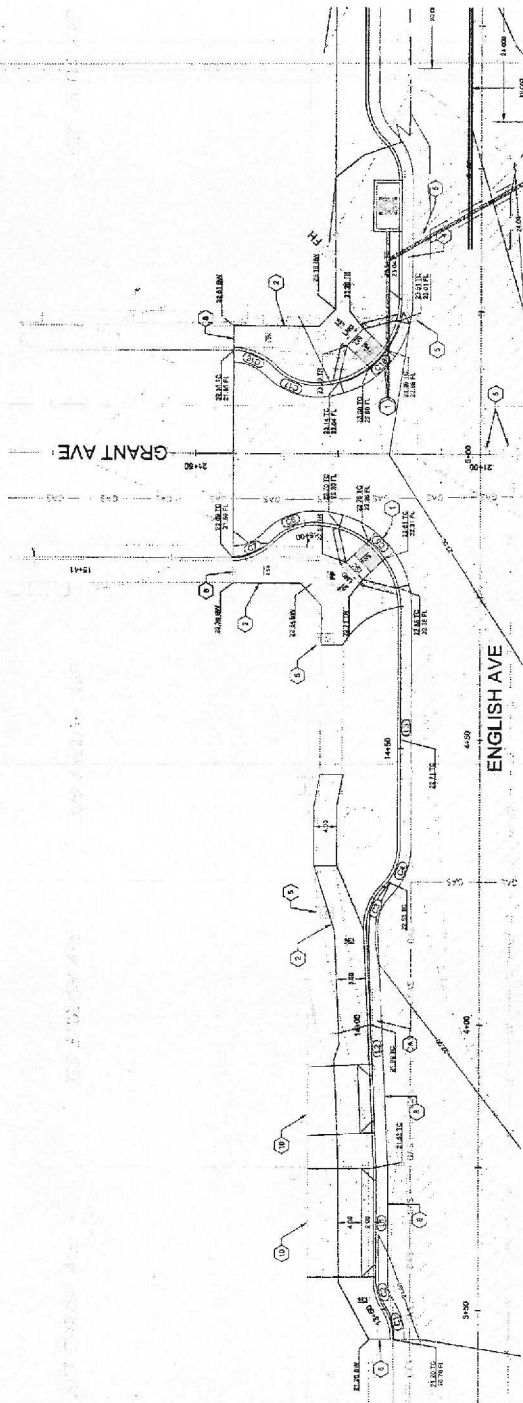
EASTERLY CORNER			
Station	Elevation	Grade	Offset
0+10	19.00	0.00%	0.00
0+25	22.00	0.00%	0.00
0+50	24.00	0.00%	0.00
0+70	26.00	0.00%	0.00



PROFILES

NORTHERLY CORNER PROFILE

NORTHERLY CORNER			
Station	Elevation	Grade	Offset
13+25	19.00	0.00%	0.00
14+00	22.00	0.00%	0.00
14+75	24.00	0.00%	0.00
15+25	26.00	0.00%	0.00



PLAN

**CONSTRUCTION KEY NOTES**

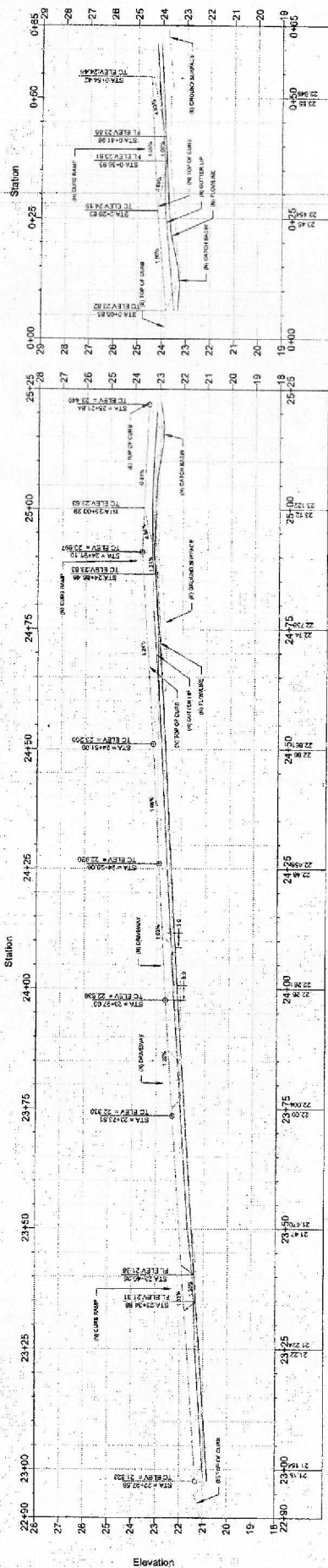
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 580 PACIFIC STREET, MONTEREY, CA 93940  
 TEL: 831.646.3921 WEBSITE: [WWW.MONTEREY.ORG](http://WWW.MONTEREY.ORG)

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**  
 (35N117.3, 35N1813)  
 PLAN AND PROFILE - HIGHWAY 1 OFF RAMP TO GRANT AVENUE NORTHEAST

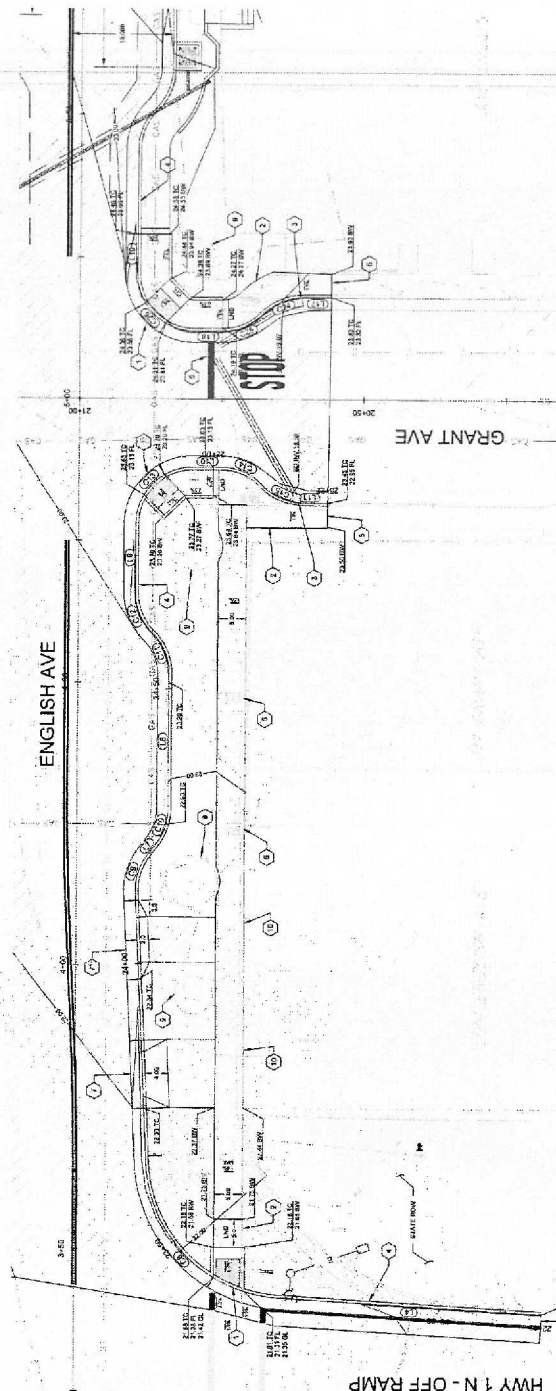
DATE: OCT 27, 2015  
 SHEET: C-8  
 SHEETS OF: 11

SCALE: 1" = 10'



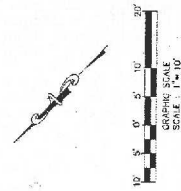
Wireless Charger Line & Length (mm)	Number	Length	Radius
	L4	40.38	
	C8	36.72	25.00
	C9	6.82	10.00
	L7	2.81	
	C10	6.38	10.00
	L8	24.30	
	C12	7.65	10.00
	C13	7.95	10.00
	L9	12.11	
	C15	16.71	10.00
	L10	8.03	
	C14	7.92	10.00
	C16	7.84	10.00
	L11	4.94	

SOUTHERLY CORNER LINE & CURVE TABLE			
Number	Length	Radius	
117	4.84		
124	7.83	10.00	
126	7.90	10.00	
119	5.00		
125	15.71	10.00	
118	7.07		



## CONSTRUCTION KEY NOTES

- [illegible]



**PLAN**  
SCALE 1"=10'

0+25 0+53  
SOUTHERLY CORNER PROFILE

## PROFILES

WESTERLY CORNER PROFILE

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

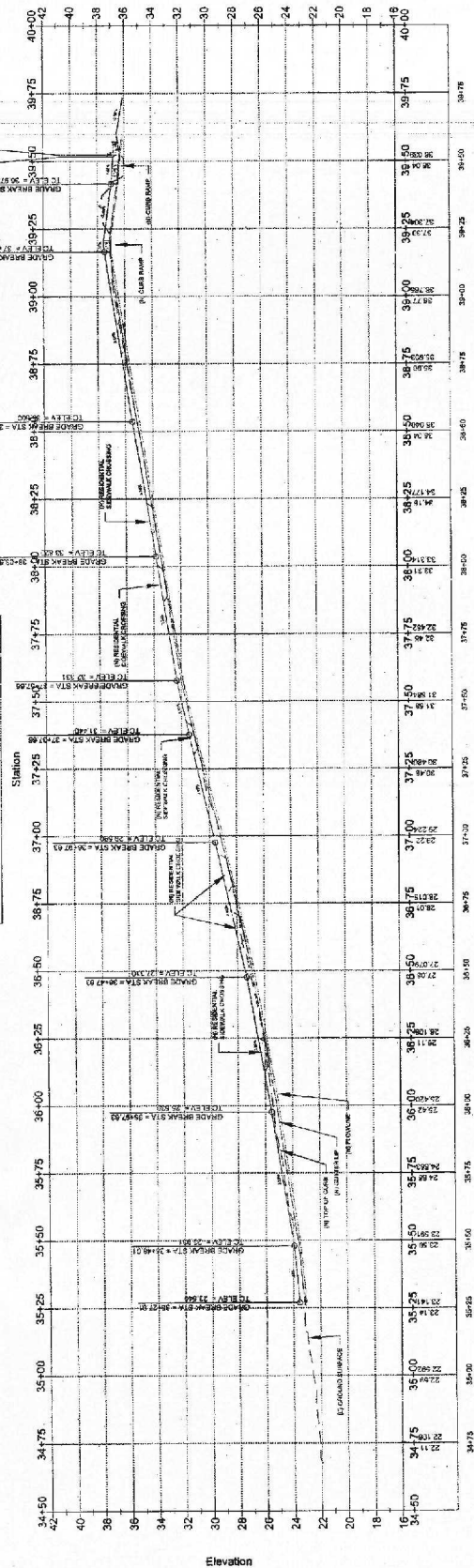
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3921 WEBSITE:  [MONTEREY.ORG](http://MONTEREY.ORG)

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**

(35N1713, 35N1813)

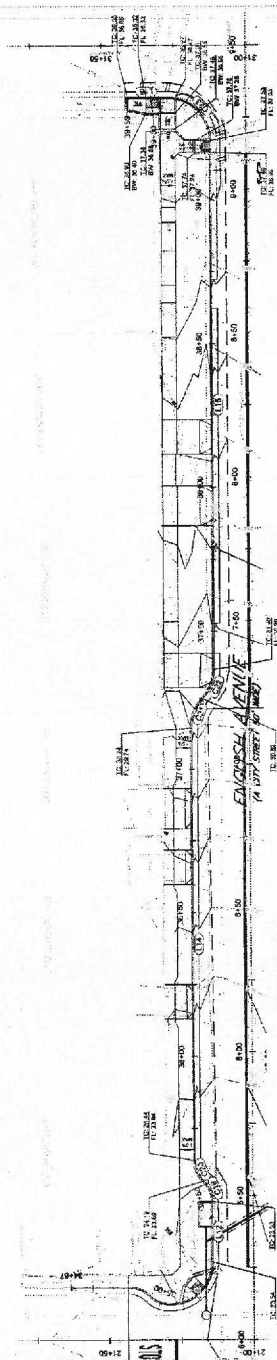
PLAN AND PROFILE - HIGHWAY 1 OFF RAMP TO GRANT AVENUE SOUTHWEST

DATE: 11-10-67  
C-7

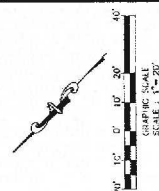


**PROFILE**  
SCALE: HORIZ. 1"=20'; VERT. 1"=4'

English Age EASY (G-M)	Length	Radius
L12	21.00	
G19	7.84	10.00
G20	7.65	10.00
L14	150.40	
G21	11.22	15.00
G22	11.22	15.00
L15	163.61	
G23	20.52	15.00
L16	14.58	

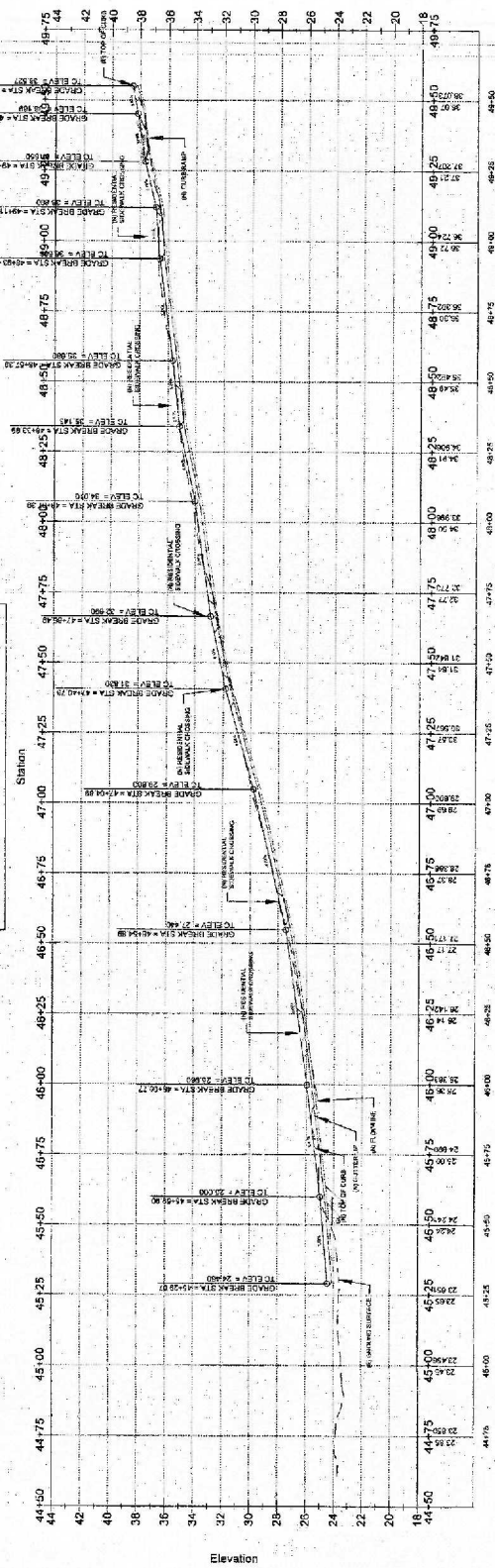


**PLAN**  
SCALE: 1"=20'



	<p align="center"><b>CITY OF MONTEREY</b></p> <p align="center"><b>DEPARTMENT OF PLANS AND PUBLIC WORKS</b></p> <p align="right">580 PACIFIC STREET, MONTEREY, CA 93940 TEL. 654-646-2031 FAX 654-646-2031 <a href="http://WWW.CITYOFMONTEREY.ORG">WWW.CITYOFMONTEREY.ORG</a></p>		<p>SUBMITTED BY: JFC</p> <p>DRAWN BY: JFC</p> <p>CHECKED BY: JFC</p> <p>DATE: SEP 27 2017</p>	<p>NO. A</p> <p>DATE A</p>	<p>REVISION</p> <p>MODIFIED FOR THE CITY OF MONTEREY MODIFIED FOR THE CITY OF MONTEREY MODIFIED FOR THE CITY OF MONTEREY</p>	<p align="center"><b>ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS</b></p> <p align="center">(35N1713, 35N1815)</p> <p align="center">PLAN AND PROFILE GRANT AVENUE TO MONTECITO AVENUE NORTHEAST</p>	<p>SCALE 1"=20'</p> <p>DATE OCT 27 2017</p> <p>BY JAC</p> <p align="right"><b>C-8</b> SHEET # OF 12</p>
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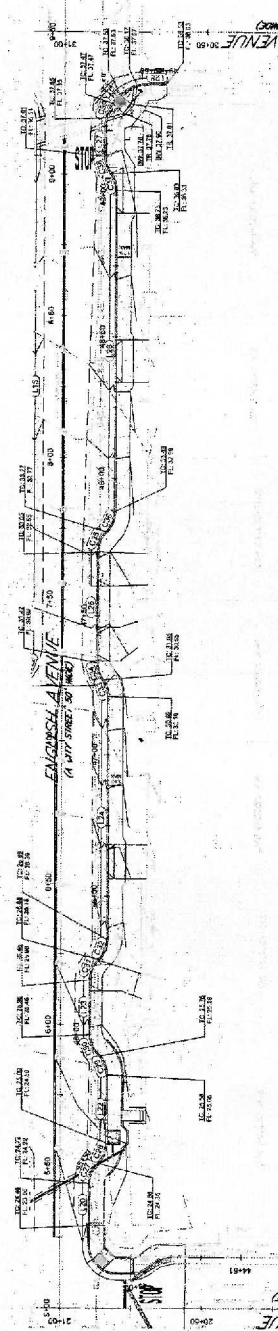
# English Ave West (G-M) PROFILE



## PROFILE

SCALE: HORIZ. 1"=20'; VERT. 1"=4'

Station	Length	Grade
44+50 to 44+75	25.00	0.00
44+75 to 45+00	25.00	0.00
45+00 to 45+25	25.00	0.00
45+25 to 45+50	25.00	0.00
45+50 to 45+75	25.00	0.00
45+75 to 46+00	25.00	0.00
46+00 to 46+25	25.00	0.00
46+25 to 46+50	25.00	0.00
46+50 to 46+75	25.00	0.00
46+75 to 47+00	25.00	0.00
47+00 to 47+25	25.00	0.00
47+25 to 47+50	25.00	0.00
47+50 to 47+75	25.00	0.00
47+75 to 48+00	25.00	0.00
48+00 to 48+25	25.00	0.00
48+25 to 48+50	25.00	0.00
48+50 to 48+75	25.00	0.00
48+75 to 49+00	25.00	0.00
49+00 to 49+25	25.00	0.00
49+25 to 49+50	25.00	0.00
49+50 to 49+75	25.00	0.00



## PLAN

SCALE: 1"=20'

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
 550 PACIFIC STREET, MONTEREY, CA 93940  
 TEL: 831.646.3921 FAX: 831.646.3922  
 WWW.MONTEREY.ORG

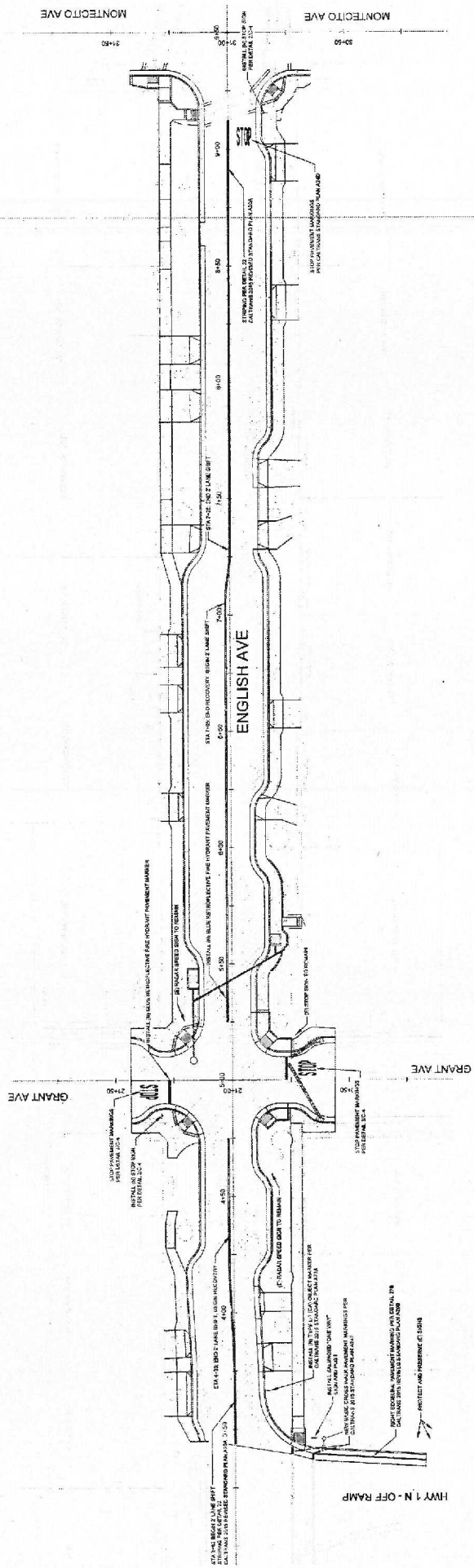


NO.	DATE	REVISION
1	08/01/00	ISSUED FOR CONSTRUCTION
2	08/01/00	REVISION
3	08/01/00	REVISION
4	08/01/00	REVISION
5	08/01/00	REVISION
6	08/01/00	REVISION
7	08/01/00	REVISION
8	08/01/00	REVISION
9	08/01/00	REVISION
10	08/01/00	REVISION

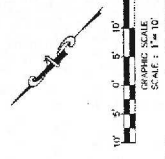
**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**  
 (200+17.13, 200+91.3)  
 PLAN AND PROFILE - GRANT AVENUE TO MONTECITO AVENUE SOUTHWEST  
 C-9  
 SHEET 2 OF 12

SCALE: 1"=20'  
 DATE: OCT 22, 2001  
 SHEET: C-9





PLAN  
SCALE: 1"=10'



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NO.	DATE	REVISION
1	08/20/13	FOR CULVERT REVISIONS - SEE SHEET C-10.1
2	08/20/13	FOR CULVERT REVISIONS - SEE SHEET C-10.1
3	08/20/13	FOR CULVERT REVISIONS - SEE SHEET C-10.1

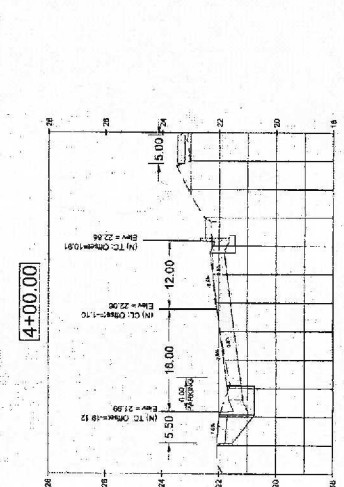
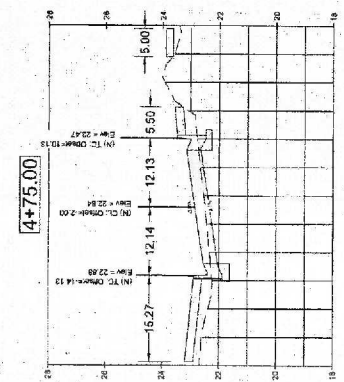
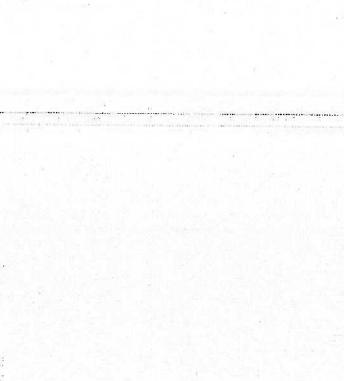
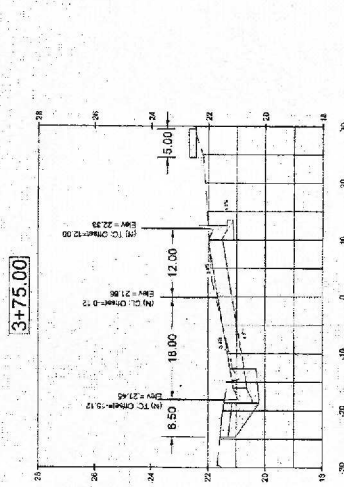
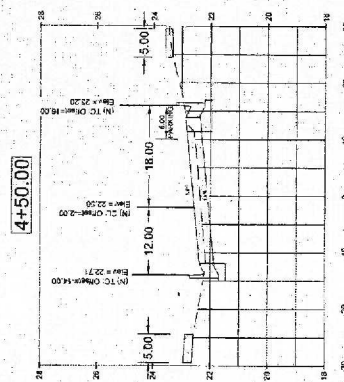
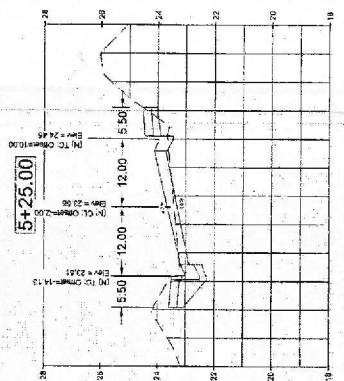
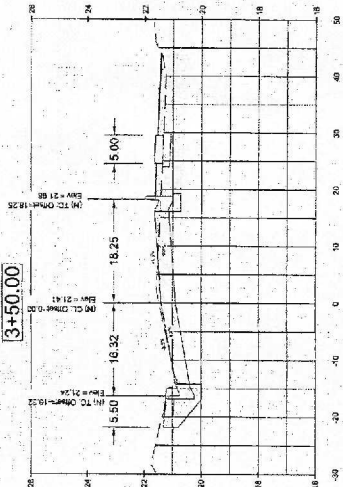
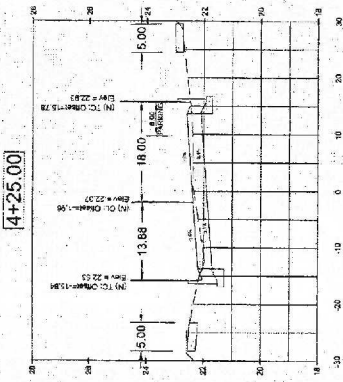
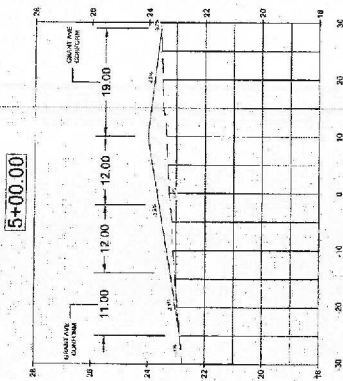
**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**  
(SOUTH 1/2 SECTION 13)

STRIPING AND SIGN PLAN

C-10  
SHEET 13 OF 12

DATE: 06/07/2013

PROJECT: 400-300 BLOCK IMPROVEMENTS  
SHEET: 1 OF 13



CROSS SECTIONS  
SCALE: HOR. 1"=10', VERT. 1"=4'



DATE: OCT 22 2013  
SHEET: 1 OF 13

ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS  
TYPICAL CROSS SECTIONS HIGHWAY 1 OFF RAMP TO GRANT AVENUE

NO.	DATE	REVISION
1	06/07/2013	ISSUED FOR CONSTRUCTION
2	07/11/2013	REVISED TO ADD 10' SIDEWALK
3	07/11/2013	REVISED TO ADD 10' SIDEWALK
4	07/11/2013	REVISED TO ADD 10' SIDEWALK
5	07/11/2013	REVISED TO ADD 10' SIDEWALK
6	07/11/2013	REVISED TO ADD 10' SIDEWALK
7	07/11/2013	REVISED TO ADD 10' SIDEWALK
8	07/11/2013	REVISED TO ADD 10' SIDEWALK
9	07/11/2013	REVISED TO ADD 10' SIDEWALK
10	07/11/2013	REVISED TO ADD 10' SIDEWALK

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







DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: December 8, 2017

TO: All Bidders

SUBJECT: Addendum 1  
English Avenue 200-300 Block Improvements Project  
Bid proposals due on January 9, 2018

Sent Via: EbidBoard

Please refer to the following sections for revisions:

**I. CLARIFICATIONS – SPECIFICATION REVISIONS**

- 1) The Specifications (Part I, Page 1, paragraph 3) shall be revised to allow either Class A or Class C8 Contractor's license.
- 2) The Specifications (Part II, Page 5, Bid Item 20.) **Class 2 Aggregate Base** units shall be revised from cubic yards (CY) to square foot (SF).
- 3) The Specifications (Part II, Page 4, Bid Item 10.) **Remove AC Pavement** bid item description shall be revised to include grinding in preparation for overlay as follows:

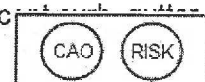
**10. Remove AC Pavement**

Measurement and payment for this item shall be on a per cubic foot (CF) 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, grinding, 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.

- 4) The Specifications (Part II, Page 6, Bid Item 27.) **Construct Concrete Paver Vehicle Pavement** shall be revised to include demolition of existing concrete paver vehicular pavement as follows:

**27. Demolish and Construct Concrete Paver Vehicle Pavement**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for sawcut, demolition, removal and off haul of existing infrastructure, placing, spreading, and compacting Class 2 aggregate base, spreading and compacting bedding sand, and setting and finishing concrete pavers and over-excavation and recompaction of sub-grade; doweling into adjacent pavement and Agreement #: Ag-7052 - Page 112 of 167



concrete bands; and constructing 18"-wide reinforced concrete band as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

- 5) The following bid item quantities have been revised as follows, please see new Bid Schedule in Appendix A.

Item No.	Description	Approx. Quantity	Unit
10	Remove AC Pavement	3,500	CF
20	Class 2 Aggregate Base	11,000	SF
21	Hot Mix Asphalt (Type A)	5,000	SF

- 6) The following bid items shall be added to the specifications Part II, Page 8. Please see the new Bid Schedule in Appendix A.

**40. Hot Mix Asphalt Overlay (Type A) [3" thick max]**

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for placement of a 3" thick maximum Hot Mix Asphalt (HMA) overlay 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. Payment for this work item shall also include installation of temporary chip seal markers and temporary pavement markers as required. All work shall be performed as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

**41. Type II Slurry Seal**

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

**42. Cape Seal**

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

- 7) The following Technical Specifications shall be added to the Specifications at the end of Part IV, Page 33.

**Hot Mix Asphalt Overlay**

This work shall consist of the production and placement of hot mix asphalt (Type A). Production and placement will include furnishing and mixing aggregate and asphalt binder at a central mixing plant;



applying paint binder (tack coat) to existing asphalt concrete and vertical surfaces to be joined; leveling courses; spreading and compacting the mixture as shown on the Plans. Hot mix asphalt shall be constructed to the form and dimensions where indicated on the Plans and to the grades shown on the Plans and established by the Engineer in the field.

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

### **TYPE II SLURRY SEAL**

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

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

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

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

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

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

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

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

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



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

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

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

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

**Slurry Seal (Applied to Existing Road Surface):**

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

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

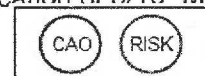
Before slurry seal is to be applied in an area, all utility covers shall be protected, by the Contractor, from the Contractor's slurry seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed covers. All traces of plastic and slurry seal shall be removed from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

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

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

### **CHIP SEAL**

Chip seal consists of an application of asphaltic emulsion followed with an application of 5/16" Max  
Agreement #: Ag-7052 - Page 115 of 167



Medium fine screenings specified as "medium fine seal coat" per section 37-1 of the 2015 Caltrans Standard Specifications.

All work and materials shall conform to the provisions of Section 37 of the Standard Specifications and these Special Provisions. Chip seal screening shall be "5/16" Max medium fine" as per Section 37-1.02 of the Standard Specifications. Screenings shall be applied at 20 pounds per square yard. The bituminous binder to be used will be PMCRS2 applied at the rate of 1 would change to per gallon per square yard. Due to the City's hilly terrain, trees and moist conditions, it is sometimes difficult to obtain favorable surface conditions.

Rolling shall be performed per Section 37-1.07 of the Standard Specifications a minimum of 2 pneumatic tired rollers shall be used at one time on each street segment.

When ordered by the Engineer, the Contractor shall furnish a pilot car, driver and flagmen for the purpose of expediting the passage of public traffic through the work to control traffic speed. Cat tracking or tabs (tabs shall be placed after the application of chips) will be required on multi-laned streets for safety during the four days curing time, and until final striping is completed. The cost thereof will be included in the contract price per square meter for cape seal.

A light brooming shall be performed to remove loose screenings prior to the end of each day's work, or as the first order of work, on the morning following application of screenings. The exact time of brooming shall be determined by the Engineer. The surface of the seal coat shall be swept or broomed once each day to maintain the surface free of loose screenings. Four days after applying the screenings, any excess screenings shall be removed from all paved areas. Sweeping or brooming of chip seal surfaces shall be performed in such a manner that the screenings set in the binder will not be displaced. Excessive rolling or brooming will not be permitted. Excess screenings shall be removed and disposed by the Contractor per Section 7-7.13 of the Standard Specifications.

Final cleanup shall consist of sweeping sidewalks and driveways prior to final brooming of street. The Contractor shall not use diesel fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of the diesel fuel or solvent on new or existing pavement, curbs, gutters, parkways or other improved areas. Should the Contractor fail to take these precautions, the City may, after reasonable attempts to notify the Contractor, cause such cleanup to be taken and shall charge the cost thereof against the Contractor or may deduct such cost from any amount due, or become due, from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor of his surety from liability.

The Contractor shall provide written notification to the affected property owners and businesses three (3) days prior to the scheduled work and to arrange for autos to be moved from the residences prior to start of the day's work.

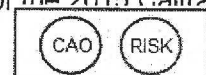
Aggregate screening stockpiles shall be located a minimum of 45 feet away from concentrated flows of storm water, drainage courses, and storm drain inlets. All stockpiles shall be protected with a temporary linear sediment barrier prior to the onset of precipitation.

Substances used to coat asphalt emulsion transport trucks, and asphalt emulsion spreading equipment shall not contain soap and shall be non-foaming and non-toxic.

#### CAPE SEAL

Cape seal shall consist of application of chip seal and capped with slurry seal Type II or Type III. 5/16" Max Medium fine seal coat, known as "chip seal" consists of an application of asphaltic emulsion followed with application of screening.

All work and materials shall conform to the applicable provisions of Section 37 of the 2015 Caltrans Agreement #: Ag-7052 - Page 116 of 167



Standard Specifications specified in section 37-3.02 and these Special Provisions for Type 2 and Type 3 Slurry Seal Aggregate. The slurry shall comply with the provisions in "Type II Slurry Seal" elsewhere in these Special Provisions. See Quality Control Plan elsewhere in these Special Provisions for material certification and aggregate spread rate (slurry aggregate and chip seal screening).

5/16" Max Medium fine seal coat "chip seal" shall be placed in accordance with "Chip Seal" elsewhere in these Special Provisions followed after four (4) calendar days by slurry seal placed in accordance with "Slurry Seal" elsewhere in these Special Provisions. Contractor shall have a street sweeper available on all days including weekends and holidays in the interval between application of the chip seal and application of slurry seal. Contractor shall provide a contact phone number whereby the sweeper can respond to requests by the Engineer within 2 hours. Sweeping can be limited to the hours between 8:00a.m. and 5:00 p.m.

## II. CLARIFICATIONS – CONSTRUCTION PLAN REVISIONS

- 8) The construction plan sheet C-5 was revised to include a typical cross section and AC grind in preparation of overlay. The AC conform line and all hatching was enhanced to show clearly on scanned documents.
- 9) The construction plan sheets C-6, C-7, C-8, and C-9 were replotted to clearly show the AC conform line, and hatching of PCC for sidewalk, curb and gutter, curb ramp, driveways, sidewalk crossings and for AC pavements.
- 10) The construction plan sheet C-10 was revised to show the limits of Type 2 Slurry Seal (gutter lip to gutter lip from Highway 1 off ramp to Grant Ave) and Cape Seal (gutter lip to gutter lip from Grant Avenue to Montecito Avenue).
- 11) The construction plan sheets C-11 and C-12 were revised to show the cross section for limits of aggregate base, limits of AC conform, and to show the 4' wide by 2" depth AC grind for overlay.

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

**Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. on January 9, 2018.**

If you have additional questions, please contact Project Manager by email at [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org).

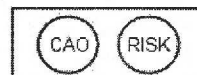
Sincerely,



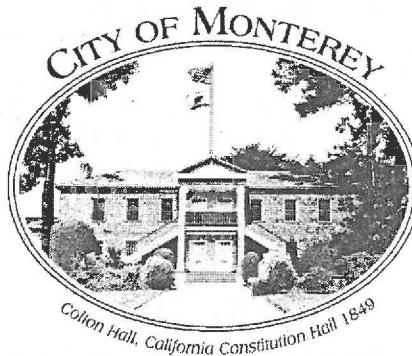
Steve Wittry, PE  
Interim Public Works Director

enclosures: Revised Appendix A  
Revised Construction Plan Sheets C-5 through C-12

c: NIP Coordinator  
Finance



**APPENDIX A: BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS PROJECT (35N1713, 35N1813)**

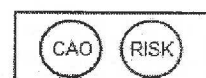
Submit the following items unbound:

<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	_____
12. Specified or Approved Equal product Submittals	_____

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



**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)****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:

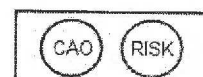
**BID SCHEDULE**

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	Earthwork	1	LS		
5	Clearing and Grubbing	1	LS		
6	Tree Removal	1	EA		
7	Sawcut AC Pavement	1,540	LF		
8	Sawcut Concrete Curb and Gutter	8	EA		
9	Sawcut Concrete Sidewalk, Sidewalk Crossing and Driveway	55	LF		
10	Remove AC Pavement	3,500	CF		
11	Remove Concrete Curb and Gutter	270	LF		
12	Remove Concrete, Sidewalk, Sidewalk Crossing and Driveway	775	SF		
13	Remove Concrete Curb Ramp	379	SF		
14	Remove Catch Basin	2	EA		
15	Remove 12" Storm Drain Pipe	50	LF		
16	Remove Pavement Markings	325	SF		
17	Remove Roadside Sign	3	EA		
18	Adjust Water Meter/Valve Cover to Grade	11	EA		
19	Adjust Sewer Manhole to Grade	3	EA		

20	Class 2 Aggregate Base	11,000	SF		
21	Hot Mix Asphalt (Type A)	5,000	SF		
22	Construct Concrete Curb and Gutter	1,110	LF		
23	Construct Concrete Sidewalk	4,236	SF		
24	Construct 6" Concrete Curb at Back of Sidewalk	49	LF		
25	Construct Concrete Residential Sidewalk Crossing and Driveway	2,633	SF		
26	Construct Concrete Curb Ramp	898	SF		
27	Construct Concrete Paver Vehicular Pavement	130	SF		
28	Construct Hot Mix Asphalt Sidewalk	502	SF		
29	Construct Catch Basin	2	SF		
30	Construct Storm Drain Sewer Manhole	1	EA		
31	Construct 6" Storm Drain Pipe	58	LF		
32	Construct 12" Storm Drain Pipe	50	LF		
33	Install Traffic Stripe, Detail 21 (Thermoplastic)	537	LF		
34	Install Pavement Markings	64	SF		
35	Install Pavement Marker, Type BB (Blue Retroreflective)	1	EA		
36	Install Roadside Sign	2	EA		
37	Install Tree Box Filter	96	SF		
38	Install Street Light Foundation, Pole, Arm, and Luminaire	1	EA		
39	Record Drawings	1	LS		
40	Hot Mix Asphalt Overlay (Type A) [3" thick max]	3,500	SF		
41	Type II Slurry Seal	3,650	SF		
42	Cape Seal	13,000	SF		
TOTAL BASE BID (ITEMS 1 THROUGH 42) (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 Total Base Bid (Items 1 through 42).





**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: \_\_\_\_\_

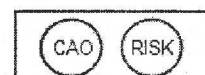
Email: \_\_\_\_\_

(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.

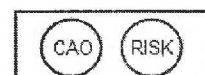
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

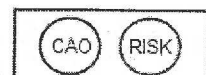
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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





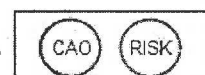
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

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: **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813).**

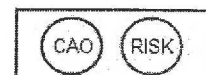
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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.)	

<b>Contact name, address, telephone number and email address for notices to the Surety</b>	
_____ (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:

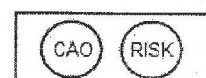
- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a 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)

\_\_\_\_\_

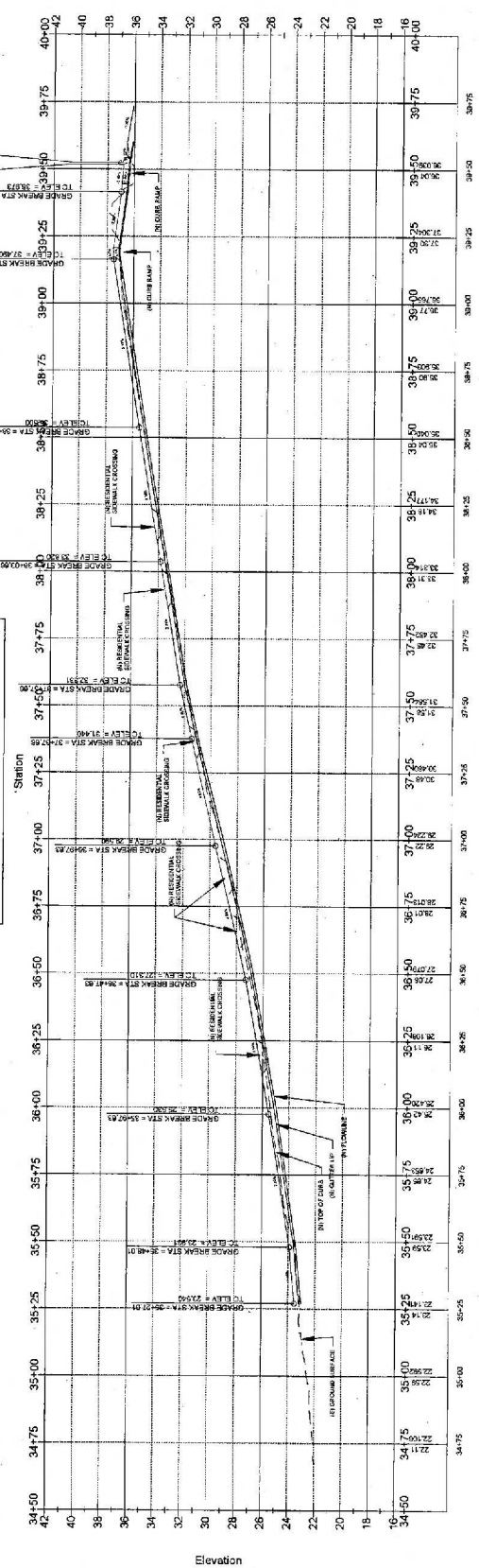


**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

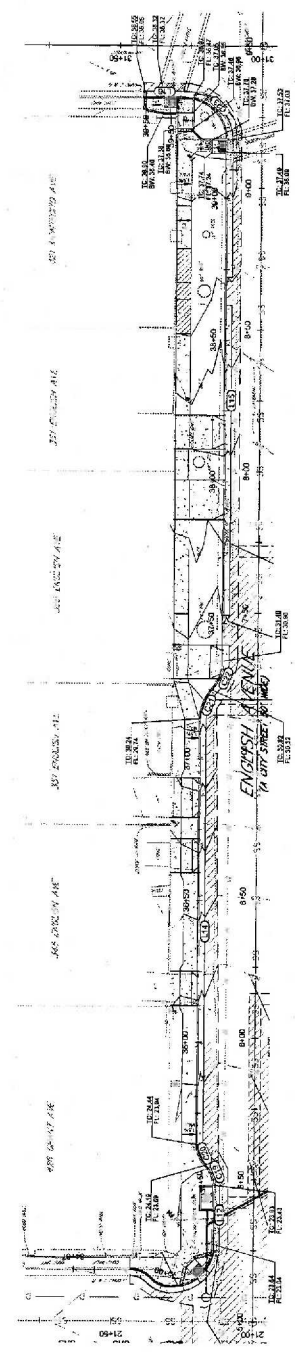
In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/> Product	Model Number	Manufacturer	Product Rating/Certification
<input type="checkbox"/> Tree Box Filter:	Filterra	Contech Engr. Sol.	100 in/hr infiltration rate
<input type="checkbox"/> Tree Box Filter:	_____	_____	_____

English Ave EAST (G-M) PROFILE




PROFILE  
SCALE: HORIZ. 1"=20'; VERT. 1"=4'



PLAN  
SCALE: 1"=20'

English Ave EAST (G-M)	Length	Radius
L12	21.00	10.00
C16	7.34	10.00
C20	7.35	10.00
L14	156.48	15.00
C21	11.22	15.00
C22	11.22	15.00
L15	156.48	15.00
C23	23.62	15.00
L16	156.48	15.00







**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3921 WEBST: [www.monterey.org](http://www.monterey.org)

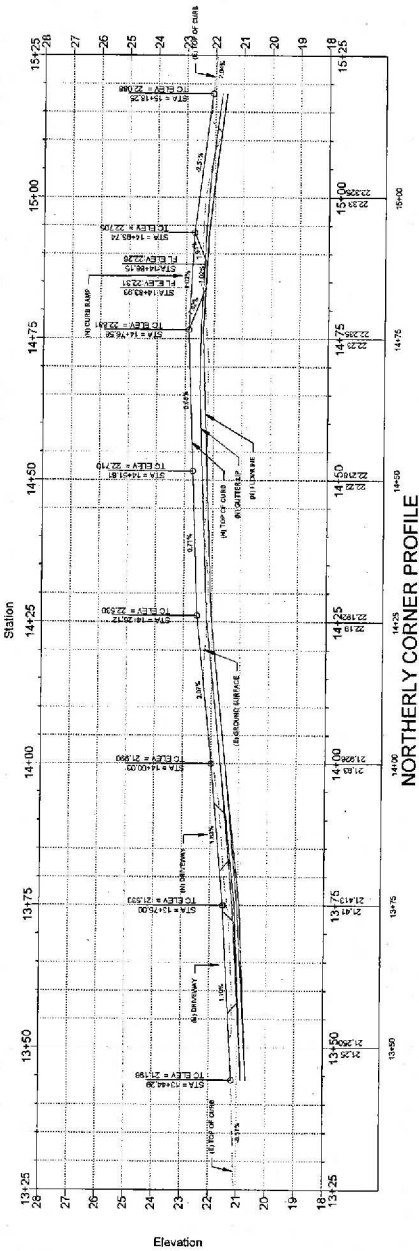
**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**  
(35N+15.5 TO 35N+18.5)

PLAN AND PROFILE GRANT AVENUE TO MONTECITO AVENUE NORTHEAST

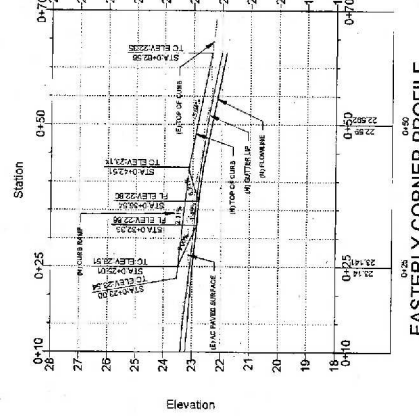
DESIGNED BY:   
CHECKED BY:   
DATE: 10/27/2017  
PROJECT: 17-001  
SHEET: 2 OF 13



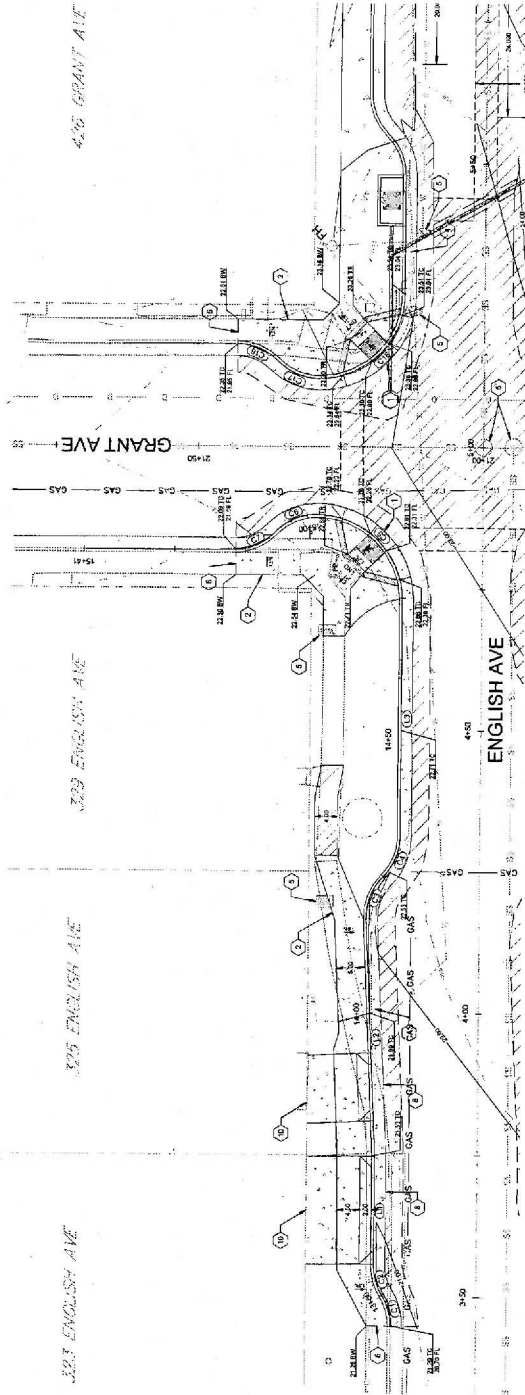




NORTHERN YACHTS LINE & CURVE TABLE			
Number	Length	Rise	
C1	5.75	10.00	
C2	5.57	10.00	
L1	19.25		
L2	41.69		
C3	8.27	10.00	
C4	7.62	10.00	
L3	41.81		
C5	23.56	15.00	
C6	8.01	10.00	
C7	9.09	10.00	

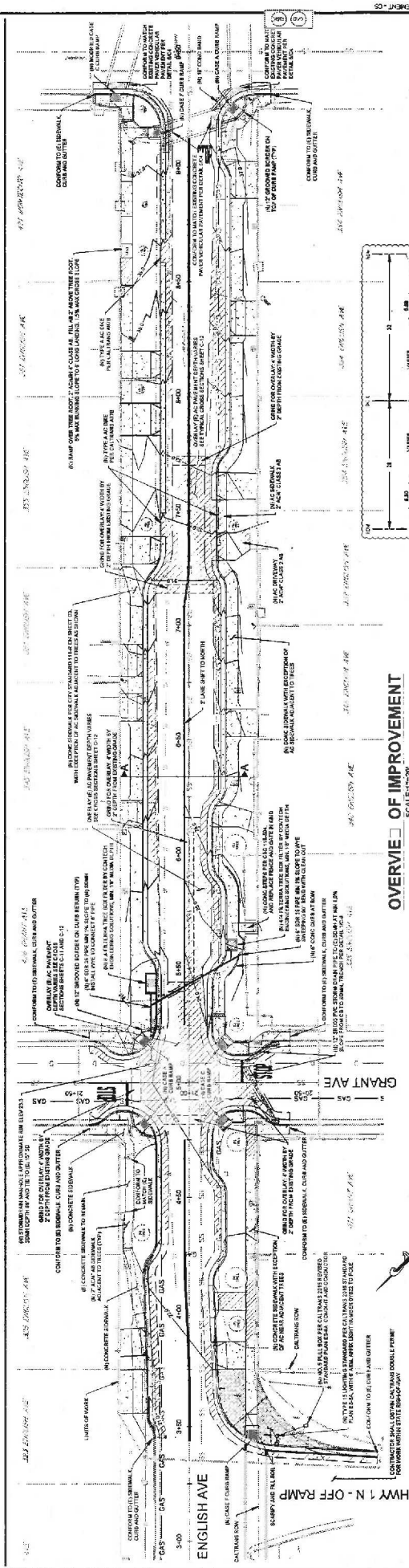
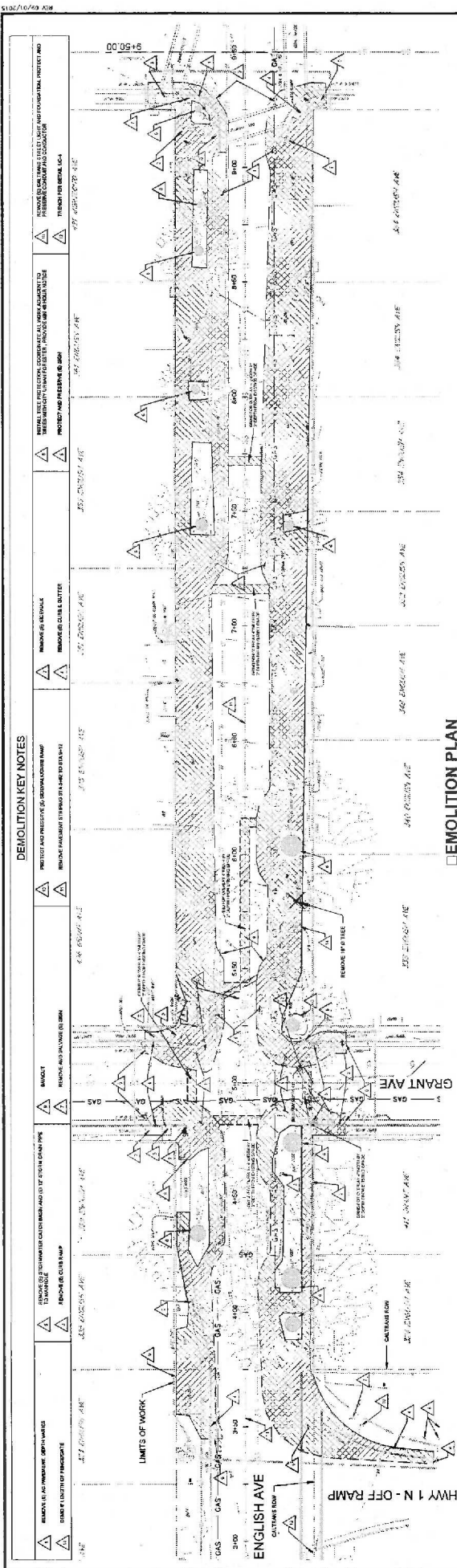



EAST-ERLY CORNER LINE & CURVE TABLE		
Number	Length	Radius
C16	9.02	10.00
C17	8.01	10.00
C18	23.58	15.00



## CONSTRUCTION KEY NOTES

- [illegible]

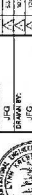





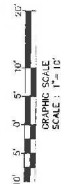
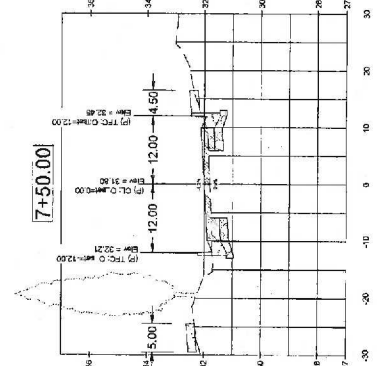
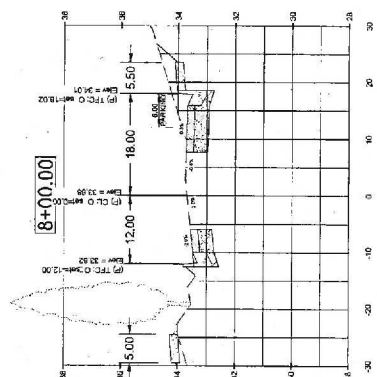
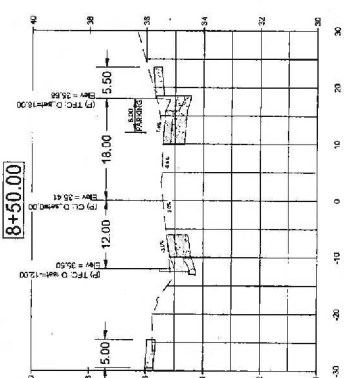
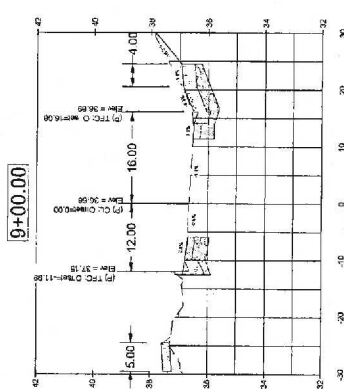
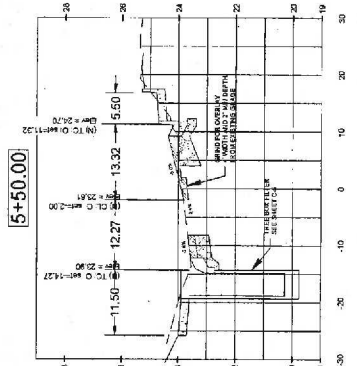
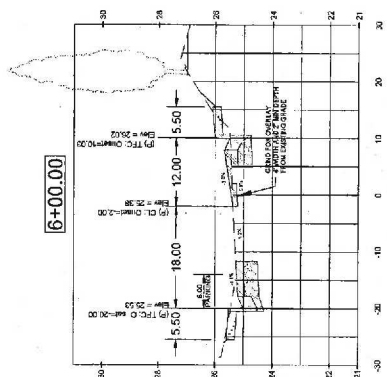
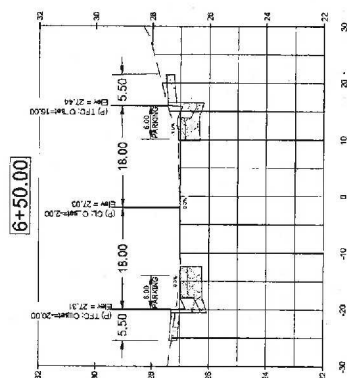
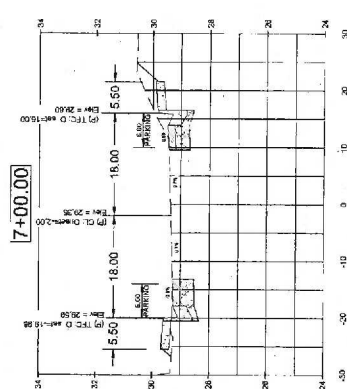
GRAPHIC SCALE  
SCALE: 1"=20'

**A-A TYPICAL CROSS SECTION**  
NOT TO SCALE

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
500 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG

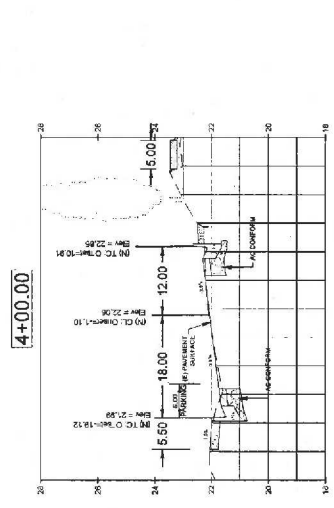
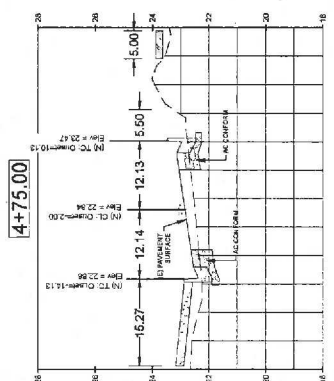
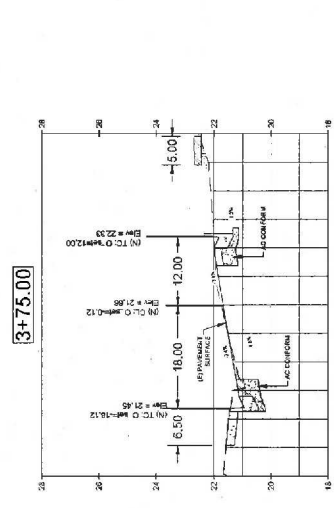
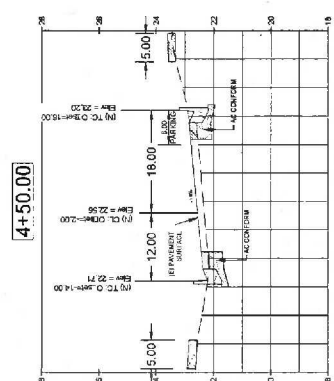
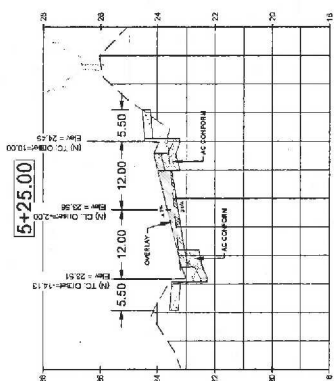
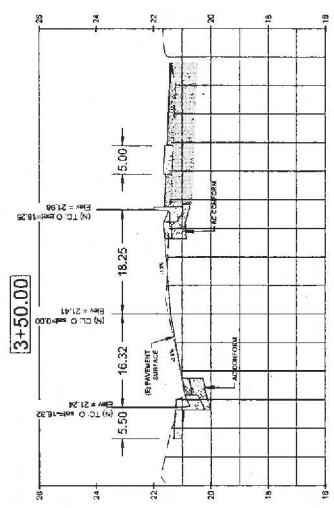
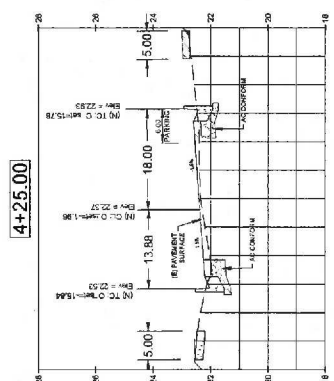
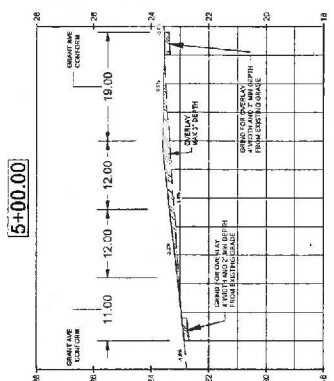
	<p>DESIGNED BY: JGD CHECKED BY: JGD DATE: 01-23-2017 PROJECT NO: 15030 CITY: CA COUNTY: MONTEREY SHEET NO: 1 OF 2</p>
	<p>DATE: 01-23-2017 SHEET: C-5 PROJECT: 15030 CITY: CA COUNTY: MONTEREY SHEET NO: 1 OF 2</p>

<p>DATE: 01-23-2017 SHEET: C-5 PROJECT: 15030 CITY: CA COUNTY: MONTEREY SHEET NO: 1 OF 2</p>	<p><b>ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS</b> (SHEET 13 OF 13)</p> <p><b>DEMOLITION AND OVERVIEW OF IMPROVEMENT</b></p>
--	---



**CROSS SECTIONS**  
SCALE CHOR: 1"=10' VERT: 1"=2'

 <p><b>CITY OF MONTEREY</b>  <b>DEPARTMENT OF PLANS AND PUBLIC WORKS</b></p> <p>580 PACIFIC STREET, MONTEREY, CA 93940          TEL: 831.646.3921    WEBST: <a href="http://www.monterey.org">MONTEREY.ORG</a></p>		<p>DESIGNED BY: _____          DRAWN BY: JFC          CHECKED BY: _____          IN CHARGE: _____          EXPIRATION DATE: _____</p>		<p>NO. _____ DATE _____</p> <p>REVISION: _____</p> <p>1. TRANSMITTED TO THE CITY OF MONTEREY          2. FOR REVIEW AND APPROVAL          3. FOR THE CITY ENGINEER'S REVIEW          4. FOR THE CITY ENGINEER'S REVIEW</p>	<p>DATE: OCT 27, 2017          SHEET: C-12          SHEET 12 OF 12</p>
				<p><b>ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS</b></p> <p>(SHEET 12 OF 12)</p>	<p><b>TYPICAL CROSS SECTIONS GRANT AVENUE TO MONTECITO AVENUE</b></p>



**CROSS SECTIONS**  
SCALE: HORIZONTAL = 1"=20'  
VERTICAL = 1"=2'

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS**

(SHEET 13 OF 15)  
TYPICAL CROSS SECTIONS HIGHWAY 1 OFF RAMP TO GRANT AVENUE

DATE	09/01/2015
BY	3561713.35N1813
CHECKED BY	
DATE	
BY	
CHECKED BY	
DATE	
BY	
CHECKED BY	
DATE	



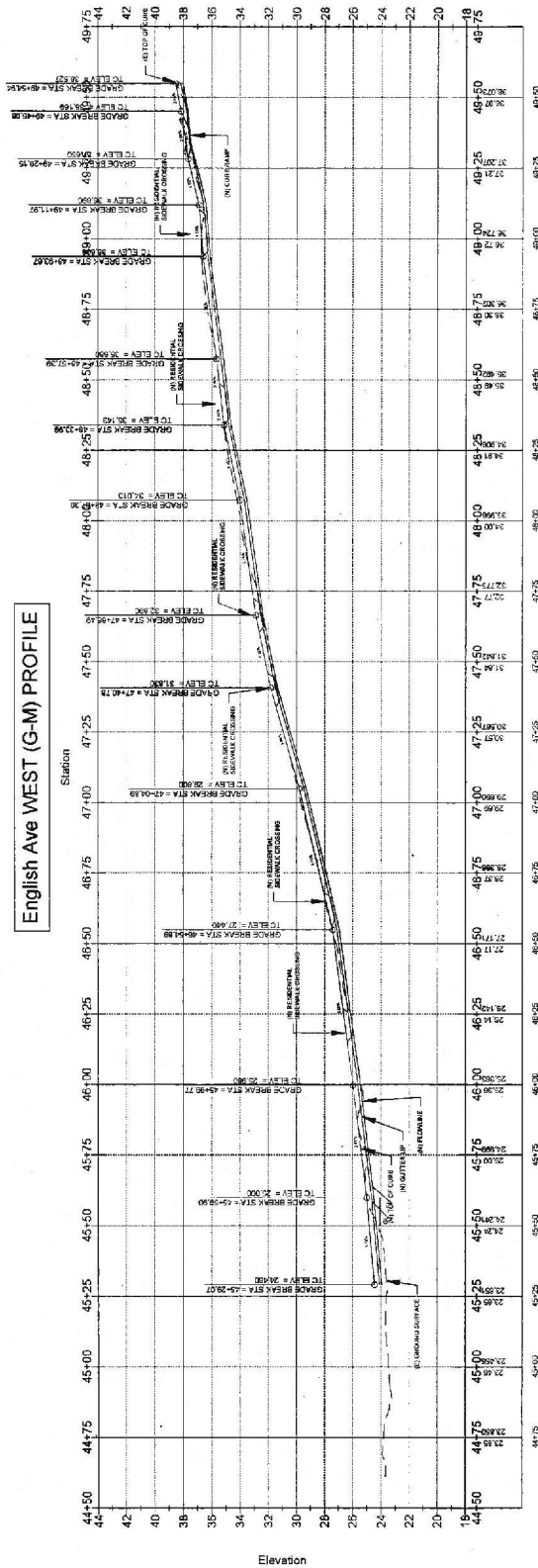
**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG





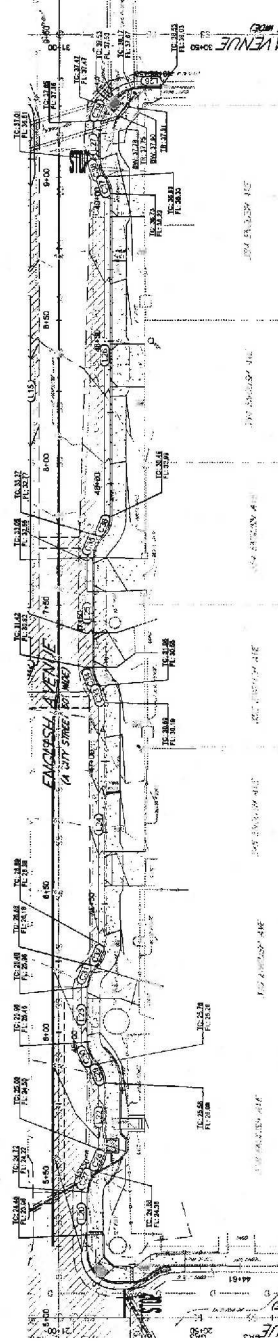


# English Ave West (G-M) PROFILE



## PROFILE

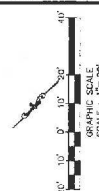
SCALE: HORIZ. 1"=40' VERT. 1"=4'



## PLAN

SCALE: 1"=20'

Station	Length	Radius
C27	15.14	10.00
C28	7.65	10.00
C29	7.65	10.00
C30	7.65	10.00
C31	7.65	10.00
C32	7.65	10.00
C33	7.65	10.00
C34	7.65	10.00
C35	7.65	10.00
C36	7.65	10.00
C37	7.65	10.00
C38	7.65	10.00
C39	7.65	10.00
C40	7.65	10.00
C41	7.65	10.00
C42	7.65	10.00
C43	7.65	10.00
C44	7.65	10.00
C45	7.65	10.00
C46	7.65	10.00
C47	7.65	10.00
C48	7.65	10.00
C49	7.65	10.00
C50	7.65	10.00
C51	7.65	10.00
C52	7.65	10.00
C53	7.65	10.00
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C60	7.65	10.00
C61	7.65	10.00
C62	7.65	10.00
C63	7.65	10.00
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C71	7.65	10.00
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C76	7.65	10.00
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C79	7.65	10.00
C80	7.65	10.00
C81	7.65	10.00
C82	7.65	10.00
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C92	7.65	10.00
C93	7.65	10.00
C94	7.65	10.00
C95	7.65	10.00
C96	7.65	10.00
C97	7.65	10.00
C98	7.65	10.00
C99	7.65	10.00
C100	7.65	10.00



## ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS

PLAN AND PROFILE - GRANT AVENUE TO MONTECITO AVENUE SOUTHWEST

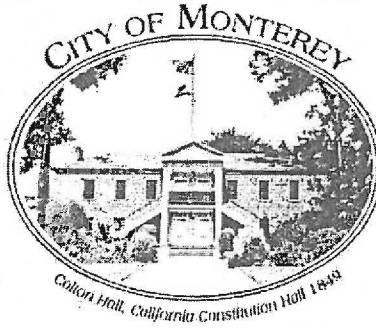
DATE: OCT 27, 2017  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 CADD: J. J. JONES  
 SCALE: 1"=20'

PROJECT NO: 17-001  
 PROJECT NAME: ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS  
 PROJECT LOCATION: GRANT AVENUE TO MONTECITO AVENUE SOUTHWEST

CITY OF MONTEREY  
 DEPARTMENT OF PLANS AND PUBLIC WORKS  
 580 PACIFIC STREET, MONTEREY, CA 93940  
 TEL: 831.646.3921 WEBSITE: MONTEREY.ORG

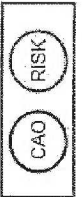






DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: January 3, 2018  
TO: All Bidders  
SUBJECT: Addendum 2  
English Avenue 200-300 Block Improvements Project  
Bid proposals due on January 9, 2018



Sent Via: EbidBoard

Please refer to the following sections for revisions:

**I. CLARIFICATIONS - SPECIFICATION REVISIONS**

- 1) The Specifications (Part IV, Page 2, LICENSES AND PERMITS, paragraph 4) shall be revised to include at the end of the paragraph: *"The Double Permit fee deposit shall be paid by the City."*
- 2) The Specifications (Part IV, Page 19, TREE PROTECTION REQUIREMENTS, Section 4) shall be revised to include at the end of the paragraph: *"The trunk of any tree in the construction zone shall be wrapped with a straw wattle to the height of 4 feet to prevent mechanical damage to the main stems from equipment or hand tools."*
- 3) Clarification regarding Temporary Tree Protection requirements: *Tree Protection Fencing (TPF) shall consist of four (4) feet tall plastic snow fencing and shall be rigidly supported and maintained during all phases of construction. Tree Protection Fencing shall be located a minimum 3'-0" from the outside edge of the trunk. Tree protection may be moved closer to the trunk temporarily while working on new infrastructure that is less than 3'-0" from the trunk. 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.*

*Location of tree protection fencing (which will include trunk straw wattle wraps) is as shown on the Erosion Sediment Control Plan, Sheet C-2. The tree protection requirements are considered ancillary to the work, without a specific bid schedule item.*

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

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. on January 9, 2018.

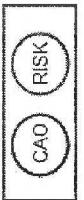
If you have additional questions, please contact Project Manager by email at [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org).

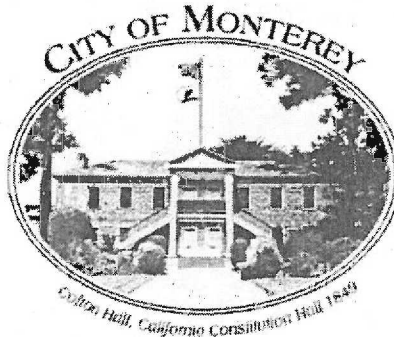
Sincerely,



Jeff Krebs, PE  
NIP Coordinator

c: City Engineer  
Finance



**APPENDIX A: BID PROPOSAL FORMS**

CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS PROJECT (35N1713, 35N1813)**

Submit the following items unbound:

ITEMINCLUDED

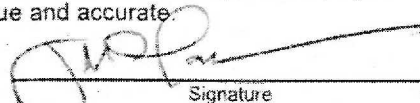
1. Bid Proposal Cover Sheet (this sheet)
2. Proposal and Bid Schedule
3. Declaration of Bidder
4. Acknowledgement of Addenda (if applicable)
5. Bidder's Statement of Qualifications
6. Subcontractor's List
7. Noncollusion Declaration
8. Debarment and Suspension Certification
9. Certification of Good-Faith Effort (Prime)
10. Bid Bond
11. Certification of Workers' Compensation Insurance
12. Specified or Approved Equal product Submittals



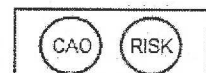
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

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: TEICHERT CONSTRUCTION  
Company Name

  
Signature  
Jim Gallagher - Area Manager

1/8/18  
Date



## ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS (35N1713, 35N1813)

## 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	28,769.00	28,769.00
2	Storm Water Compliance	1	LS	29,000.00	29,000.00
3	Traffic Control	1	LS	24,000.00	24,000.00
4	Earthwork	1	LS	42,000.00	42,000.00
5	Clearing and Grubbing	1	LS	2,500.00	2,500.00
6	Tree Removal	1	EA	1,500.00	1,500.00
7	Sawcut AC Pavement	1,540	LF	2.00	3,080.00
8	Sawcut Concrete Curb and Gutter	8	EA	120.00	960.00
9	Sawcut Concrete Sidewalk, Sidewalk Crossing and Driveway	55	LF	10.00	550.00
10	Remove AC Pavement	3,500	CF	5.00	17,500.00
11	Remove Concrete Curb and Gutter	270	LF	11.00	2,970.00
12	Remove Concrete, Sidewalk, Sidewalk Crossing and Driveway	775	SF	3.00	2,325.00
13	Remove Concrete Curb Ramp	379	SF	6.00	2,274.00
14	Remove Catch Basin	2	EA	1,250.00	2,500.00
15	Remove 12" Storm Drain Pipe	50	LF	50.00	2,500.00
16	Remove Pavement Markings	325	SF	10.00	3,250.00
17	Remove Roadside Sign	3	EA	150.00	450.00
18	Adjust Water Meter/Valve Cover to Grade	11	EA	500.00	5,500.00
19	Adjust Sewer Manhole to Grade	3	EA	800.00	2,400.00

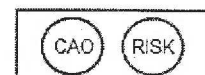
20	Class 2 Aggregate Base	11,000	SF	2.30	25,300.00
21	Hot Mix Asphalt (Type A)	5,000	SF	4.00	20,000.00
22	Construct Concrete Curb and Gutter	1,110	LF	37.00	41,070.00
23	Construct Concrete Sidewalk	4,236	SF	9.00	38,124.00
24	Construct 6" Concrete Curb at Back of Sidewalk	49	LF	40.00	1,960.00
25	Construct Concrete Residential Sidewalk Crossing and Driveway	2,633	SF	12.00	31,596.00
26	Construct Concrete Curb Ramp	898	SF	39.00	35,022.00
27	Construct Concrete Paver Vehicular Pavement	130	SF	142.00	18,460.00
28	Construct Hot Mix Asphalt Sidewalk	502	SF	10.00	5,020.00
29	Construct Catch Basin	2	SF	4,200.00	8,400.00
30	Construct Storm Drain Sewer Manhole	1	EA	11,000.00	11,000.00
31	Construct 6" Storm Drain Pipe	58	LF	130.00	7,540.00
32	Construct 12" Storm Drain Pipe	50	LF	150.00	7,500.00
33	Install Traffic Stripe, Detail 21 (Thermoplastic)	537	LF	4.00	2,148.00
34	Install Pavement Markings	64	SF	8.00	512.00
35	Install Pavement Marker, Type BB (Blue Retroreflective)	1	EA	15.00	15.00
36	Install Roadside Sign	2	EA	425.00	850.00
37	Install Tree Box Filter	96	SF	365.00	35,040.00
38	Install Street Light Foundation, Pole, Arm, and Luminaire	1	EA	13,000.00	13,000.00
39	Record Drawings	1	LS	1,000.00	1,000.00
40	Hot Mix Asphalt Overlay (Type A) [3" thick max]	3,500	SF	5.50	19,250.00
41	Type II Slurry Seal	3,650	SF	1.00	3,650.00
42	Cape Seal	13,000	SF	2.80	36,400.00
TOTAL BASE BID (ITEMS 1 THROUGH 42) (In Words) five hundred thirty six thousand eight hundred eighty-five dollars					(In Figures) \$536,885.00

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 42).

ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS

Agreement #: Ag-7052 - Page 144 of 167



**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. : 8, Class: A, B, C-17, C27, HAZ Expiration date: 4/30/19.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000002575.

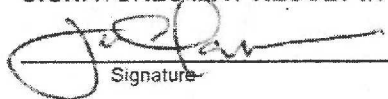
**ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN**

ALAMEDA COUNTY, CALIFORNIA, ON JANUARY 8, 2018.

Name of Firm: A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION  
Address: 7060 KOLL CENTER PKWY., STE. 330, PLEASANTON, CA 94566  
Telephone: 925-621-5700  
Email: 925-621-5799

(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

JIM GALLAGHER - AREA MANAGER  
Printed Name and Title

**ACKNOWLEDGEMENT OF ADDENDA**

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

**ADDENDA (Please acknowledge with initials)**

**DATE RECEIVED**

1. JK
2. JK
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

12/8/17

1/3/18

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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
SEE ATTACHED				

**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
Compass Engineering	868996	1000003328	Hayward, CA	Striping
Collins Electrical	115427	1000000184	Marina, CA	Electrical
Graham Contractors	315789	1000006175	San Jose, CA	Sealing

**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

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, JIM GALLAGHER the AREA MANAGER of  
(Name) (Title)  
TEICHERT CONSTRUCTION, 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.

TEICHERT CONSTRUCTION

(Contractor Name)

By:



(Signature)

JIM GALLAGHER - AREA MANAGER

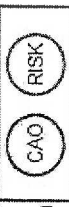
**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

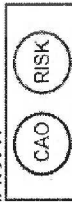
<input checked="" type="checkbox"/> Product	Model Number	Manufacturer	Product Rating/Certification
<input type="checkbox"/> Tree Box Filter:	Filterra	Contech Engr. Sol.	100 in/hr infiltration rate
<input type="checkbox"/> Tree Box Filter:	_____	_____	_____

# STATEMENT OF QUALIFICATIONS

Job Name	Owner Name	Address	City, State Zip	Scope of Work	Original Contract	Completion Date
03-406604; Riego Road	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Roads & Streets	18,321,384	07/14/2017
10-002004 HWY 4 RHMA Calaveras District 10		Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	2,693,741	11/29/2016
T&M-Emerg Street & Utility Rep	City of Lathrop	390 Towne Centre Drive	Lathrop, CA 95330	General	218,487	09/28/2016
PT0055; Elk Grove Blvd/hwy 99	City of Elk Grove	8401 Laguna Palms Way	Elk Grove, CA 95758	Roads & Streets	5,717,869	08/24/2016
PS97-02; Lathrop Rd/UPRR O/H	City of Lathrop	390 Towne Centre Drive	Lathrop, CA 95330	Roads & Streets	13,271,563	12/31/2017
12-35; Turlock Various Rd Rehab	City of Turlock	156 S Broadway Avenue, Suite 150	Turlock, CA 95380	Overlays	836,841	09/29/2016
10-0X3804; Cordes Ranch Rd	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	834,816	09/28/2016
13-49; Dianne Dr Realignment	City of Turlock	156 S Broadway Avenue, Suite 150	Turlock, CA 95380	Roads & Streets	839,647	09/29/2016
2028-07-14-1; Bacon Island	Reclamation District 2028	343 East Main Street #815	Stockton, CA 95202	General	1,340,965	09/28/2016
RSTP Road Resurfacing Ph G	Stanislaus County Dept. of Public Works	1716 Morgan Road	Modeslo, CA 95358	Overlays	1,398,963	09/28/2016
13-63; Geer Rd Rehabilitation	City of Turlock	156 S Broadway Avenue, Suite 150	Turlock, CA 95380	Roads & Streets	1,036,478	08/24/2016
13-62; Hawkeye Ave Rehabilitat	City of Turlock	156 S Broadway Avenue, Suite 150	Turlock, CA 95380	Roads & Streets	1,260,035	03/31/2016
2013-14 Street Resurfacing	City of Stockton - Public Works Dept	Revenue Services Division 425 North El Dorado Street	Stockton, CA 95202	Overlays	2,369,719	12/31/2016
T&M-Lathrop Emg SU/Util Repair	City of Lathrop	390 Towne Centre Drive	Lathrop, CA 95330	General	40,163	12/31/2017
756-03-15-1; Bouldin Is Levee	Reclamation District #756	C/O Delta Wetlands 1660 Olympic Blvd Suite 350	Walnut Creek, CA 94596-5111	General	128,927	09/29/2016
756-03-15-1 Bouldin Levee Rev	Reclamation District #756	C/O Delta Wetlands 1660 Olympic Blvd Suite 350	Walnut Creek, CA 94596-5111	General	1,860,595	09/29/2016
03-0G2104; Hwy 99 Calvine	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	1,152,423	03/31/2016
03-0A5804 Marysville Overlay	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Roads & Streets	25,579,467	08/08/2016
04-4A0104 1-80 Dixon Overlay	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	37,940,302	09/28/2016
#C51466; Cache Creek No Levee	Dept. of Water Resources	P.O. Box 942836 State of California	Sacramento, CA 94236-0001	General	675,950	12/31/2016
Feather River West Levee	Nordic/Magnus Pacific JV	1437 Furneaux Road	Olivehurst, CA 95961	General	7,348,876	04/28/2017
PT034A; Grant Line Rd Widening	City of Elk Grove	8401 Laguna Palms Way	Elk Grove, CA 95758	Roads & Streets	7,734,977	06/30/2017
Lodi Water Meter Ph 4	City of Lodi	Finance Department PO Box 3006	Lodi, CA 95240	General	3,645,238	09/28/2016
Lodi Water Mtr NonResidential	City of Lodi	Finance Department PO Box 3006	Lodi, CA 95240	General	754,044	11/01/2016
T&M - Patch Pave/Raise Valves	California Water Service	131 D Street	Marysville, CA 95901-6017	General	21,951	07/31/2016
#2014-8002/Feathr Rvr Intercha	County of Yuba	915 8th St., Suite 125	Marysville, CA 95901-5273	Roads & Streets	12,622,340	04/30/2017
Pulask Creek Lodge Pk Lot Exp	Regents of the University of Calif.	Engineering & Physical Sciences Program Internship & Career Center; One Shields Ave	Davis, CA 95616	Roads & Streets	3,178,645	07/31/2016
E. Kentucky Road Rehab	City of Woodland	300 First Street - Finance Dept Public Works Department	Woodland, CA 95605	Roads & Streets	1,066,564	09/30/2016
T&M - 04-30204 Agreement #:	Ag-7052	P.O. Box 23660	Oakland, CA 94612	General	584,261	07/31/2010
Water Transmission Main West	City of Woodland	300 First Street - Finance Dept Public	Woodland, CA 95695	General	2,362,225	11/01/2016

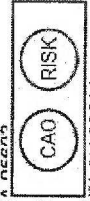


Garden Hwy Streets Rehab	Yuba City	Works Department 1201 Civic Center Blvd.	Yuba City, CA 95993-3005	Overlays	947,547	09/29/2016
03-0G1604 Hwy 16 RHMA Overlay Caltrans District 3		3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	1,862,283	08/26/2016
Contract #4145-Laguna Wtr Meter Sacramento County Dept of Public Works		827 7th Street Room 105	Sacramento, CA 95814	General	2,024,385	09/28/2016
T15116400 SR99/Eikhorn Blvd	City of Sacramento	915 I Street	Sacramento, CA 95814-2608	Roads & Streets	1,193,823	06/19/2017
Auburn Blvd Segment III	City of Citrus Heights Dept of Finance	6237 Fountain Square Drive Center	Citrus Heights, CA 95621	Roads & Streets	4,235,629	01/31/2017
Auburn Folsom Road Widening	Placer County Public Works	11428 F Avenue Attn: Cynthia Thomas 11428 F Avenue	Auburn, CA 95603	Roads & Streets	5,643,195	01/31/2017
Folsom Lake College	Roebbel Contracting, Inc.	1241 Hawks Flight Court	El Dorado Hills, CA 95762	Site Work	1,133,937	11/30/2016
University Avenue South	City of Rocklin	3970 Rocklin Road	Rocklin, CA 95677	Roads & Streets	3,218,319	07/14/2017
2012 Sunrise Blvd Rehab	City of Rancho Cordova	2729 Prospect Park Dr.	Rancho Cordova, CA 95670	Overlays	1,577,024	10/31/2016
03-4M8204; Hwy 5/99 RHMA	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	1,922,075	07/14/2017
Oak Park/Colonial Heights Wtr	City of Sacramento	915 I Street	Sacramento, CA 95814-2608	General	3,822,670	01/31/2017
T15068301 R Street Imp Ph 2	City of Sacramento	915 I Street	Sacramento, CA 95814-2608	Roads & Streets	2,970,888	01/31/2017
Sunrise/Sungarden Signal	City of Citrus Heights Dept of Finance	6237 Fountain Square Drive Center	Citrus Heights, CA 95621	Roads & Streets	1,583,141	01/31/2017
T&M - SJWD Vector Trk Rental	San Juan Water District	9935 Auburn Folsom Rd.	Granite Bay, CA 95746	General	2,274	09/29/2016
Glenn County Pavement Rehab	Glenn County Public Works	PO BOX 1070	Willows, CA 95988	Overlays	1,779,104	01/31/2017
03-2F2904 Hwy 267 Truckee	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	3,309,699	02/16/2017
FBI Pad & Access	Walsh Construction Company II, LLC	5777 West Century Blvd #1750	Los Angeles, CA 90045	Site Work	187,745	01/31/2017
T&M - Waterman Road Digsouts	Willdan Engineering	10250 Iron Rock Way	Elk Grove, CA 95624	General	41,624	09/29/2016
03-0G1504; Hwy 49 Overlay	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	3,998,277	09/29/2016
Placer Summer 2015 Overlay	Placer County Public Works	11428 F Avenue Attn: Cynthia Thomas 11428 F Avenue	Auburn, CA 95603	Overlays	1,409,650	06/19/2017
10-415704; Hwy 99-Merced	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Roads & Streets	55,881,325	01/06/2017
06-0P 1604; Hwy 198-Hanford	Caltrans District 6	505 N Street	Fresno, CA 93721	Roads & Streets	3,640,332	11/29/2016
10-381514; Hwy 165-Stevenson	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Roads & Streets	4,372,799	11/29/2016
EN0002; 06-332204; Cartmill	City of Tulare	411 E Kern Ave, Suite F	Tulare, CA 93274	Roads & Streets	16,434,030	05/31/2017
06-0Q2404; Hwy 41-Caruthers	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	1,747,374	08/24/2016
15-028; Mt Bullion Cut Off Ph2	Mariposa County Public Works	4639 Ben Hur Road	Mariposa, CA 95338	Roads & Streets	783,490	09/29/2016
06-0G7204; Hwy 33-Taft	Caltrans District 6	505 N Street	Fresno, CA 93721	Overlays	2,580,592	03/31/2016
10-0Y9104; Hwy 59-Snellings	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	2,119,070	05/31/2016
Laurel School Upper Campus	Roebbel Contracting, Inc.	1241 Hawks Flight Court	El Dorado Hills, CA 95762	Site Work	1,326,975	07/19/2017
06-0G7704; Hwy 43-Corcoran	Caltrans District 6	505 N Street	Fresno, CA 93721	Overlays	1,515,429	01/06/2017
10-3A7504; Hwy Agatelement #:	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	4,276,000	04/28/2017
10-0K1404; Hwy 120-Oakdale	Caltrans District 10	Attention Headquarters Cashier P. O.	Sacramento, CA 94274	Overlays	3,186,280	01/31/2017

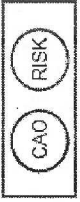




Davis 2015 Pavement Rehab	City of Davis	Box 942874 23 Russell Blvd. ATTN: Finance - Accs. Payable	Davis, CA 95616	Overlays	3,980,743	12/31/2016
Travis AFB So Gate Safety Imp	Solano Cnty Dept of Resource Management	675 Texas St Suite 5500 Public Works Division Engineering	Fairfield, CA 94533-6341	Roads & Streets	1,498,601	12/31/2016
Co Rd 99 Rehabilitation	County of Yolo	292 West Beamer Street Planning & Public Works Department	Woodland, CA 95695	Roads & Streets	1,184,888	11/01/2016
10-0Y1204; Hwy 59-Merced	Caltrans District 10	Attention Headquarters Cashier P. O. Box 942874	Sacramento, CA 94274	Overlays	2,058,772	09/28/2016
T&M-San Jose Airport PCC Pave	Granite Rock Company	PO Box 50001	Watsonville, CA 95077-5001	General	74,035	07/31/2016
T&M Ward Rd Trench Fail	Western Hills Water District	9521 Morton Davis Drive	Patterson, CA 95363	General	-	07/31/2016
NCS STAR Academy	Landmark Modernization Contractors	5948 King Road	Loomis, CA 95650	Site Work	1,769,727	06/30/2017
HP Way @ Campus Oaks	BBC Roseville Oaks LLC	130 Diamond Creek Place	Roseville, CA 95747	Roads & Streets	257,085	06/19/2017
Wtr Pollution Cntrl Fac 2015	City of Woodland	300 First Street - Finance Dept Public Works Department	Woodland, CA 95695	General	2,015,572	02/28/2017
03-4E8604 Curve Imp Hwy 193	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Roads & Streets	5,337,812	07/31/2017
T&M - 04-0K8604 Wragg Fire	Caltrans District 4	P.O. Box 23660	Oakland, CA 94623-0660	General	74	01/31/2017
T&M- Rte 89 Alpine Meadows	MCM Construction	P.O. Box 620	North Highlands, CA 95660	General	-	07/31/2016
Bridge District Infrastructure	City of West Sacramento Public Works Dept	1951 South River Rd	West Sacramento, CA 95691	Roads & Streets	14,008,875	07/31/2016
Truckee Tahoe Taxiway Rehab	Truckee-Tahoe Airport Dist.	10356 Truckee Airport Road	Truckee, CA 96161-3311	General	2,021,000	08/31/2017
4, Hwy 65 Rocklin / Roseville	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	7,047,000	06/30/2017
Replacement Paving Fremont	Teichert Pipelines, Inc.	3500 American River Drive	Sacramento, CA 95864	Roads & Streets	1,778,996	07/31/2017
-Albrae Waterline Replacement	Teichert Pipelines, Inc.	3500 American River Drive	Sacramento, CA 95864	Roads & Streets	-	07/31/2017
-Automall Waterline Replacement	Teichert Pipelines, Inc.	3500 American River Drive	Sacramento, CA 95864	Roads & Streets	-	07/31/2017
-Brandin Court Waterline Replacer	Teichert Pipelines, Inc.	3500 American River Drive	Sacramento, CA 95864	Roads & Streets	-	07/31/2017
; I-5 Slab Repair Emerg Work	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Roads & Streets	-	01/31/2017
#4220-Asphalt Concrete Overlay; Sacramento County Dept of Public Works	Sacramento County Dept of Public Works	827 7th Street Room 105	Sacramento, CA 95814	Overlays	4,046,943	04/30/2017
erg UPRR Crossing Repairs	City of Lathrop	390 Towne Centre Drive	Lathrop, CA 95330	General	-	11/29/2016
emy High Speed Track	California Dept. of General Services	707 Third Street #2-300	West Sacramento, CA 95605	Overlays	922,052	04/30/2017
4; Hwy 145 Madera Overlay	Caltrans District 6	505 N Street	Fresno, CA 93721	Overlays	1,028,562	07/19/2017
an Road Repairs	City of Lathrop	390 Towne Centre Drive	Lathrop, CA 95330	General	-	11/01/2016
4 Tahoe City Hwy 89	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	Overlays	1,280,397	04/28/2017
yseville Paving & Concrete	Teichert Pipelines, Inc.	3500 American River Drive	Sacramento, CA 95864	General	-	04/30/2017
over Elementary School	Blue Top Construction	P. O. Box 730	Danville, CA 94526	Site Work	-	01/31/2017
4; 03-SUT-113; Emerg Failed Culv	Caltrans District 3	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	General	-	06/30/2017
miner 2016 Federal HMA Overlay	Placer County Public Works	11428 F Avenue Attn: Cynthia Thomas 11428 F Avenue	Auburn, CA 95603	Overlays	2,396,819	06/19/2017
Tahoe Apron A2 Expansion, South Truckee-Tahoe Airport Dist.	Blackburn Consulting	10356 Truckee Airport Road	Truckee, CA 96161-3311	General	1,129,560	04/28/2017
ngbird Tank Excavation	Blackburn Consulting	11521 Blocker Drive, Suite 110	Auburn, CA 95603	General	-	06/19/2017
cklin Front Yard	North High	5302 Roseville Road	North High	General	-	01/06/2017
#4315 - AC Overlay 2016	Sacramento County Dept of Public Works	827 7th Street Room 105	Sacramento	Overlays	1,849,754	06/30/2017



(06-0V6804); Hwy 41 Emergency I Caltrans District 6	505 N Street	Fresno, CA 93721	Overlays	-	01/31/2017
Judah Classroom Building	1210 Stabler Lane	Yuba City, CA 95993	Site Work	296,497	07/31/2017
House Arterials Repair	230 S Sterling Dr., Suite 100	Mountain House, CA 95391	Overlays	2,306,582	08/21/2017
Nevada City Paving Project	317 Broad Street	Nevada City, CA 95959	Roads & Streets	273,250	02/28/2017
4 PLA 80 Tree Removal ELB	3165 Gold Valley Dr.	Rancho Cordova, CA 95691	General	-	08/31/2017
4- Wragg Fire Hwy 128 & Lake Be Caltrans District 4	P.O. Box 23660	Oakland, CA 94623-0660	General	-	01/31/2017
e 2016 Pavement Rehab - #82031 City of Vacaville	650 Merchant St	Vacaville, CA 95688	Overlays	748,000	04/28/2017
oint Temp Access Road	4650 Business Center Drive	Fairfield, CA 94534-5333	Overlays	22,500	01/31/2017
ke Slab Emergency; 03-1H7504	4600 Northgate Blvd., Suite 100	Sacramento, CA 95834	Roads & Streets	-	04/30/2017
Striping/Parking Imp @ Pine Street Ohlone Community College District	43600 Mission Blvd	Fremont, CA 94539	Site Work	421,885	07/31/2017
1(059); Herndon Road Overlay	2720 Second Street	Ceres, CA 95307-3292	Overlays	274,600	08/31/2017
d Washout Emerg. Repair	11428 F Avenue Attn: Cynthia Thomas	Auburn, CA 95603	General	-	06/18/2017
y Washout Emerg. Repair	11428 F Avenue	Manterca, CA 95337	General	-	08/31/2017
City of Manteca	Finance Department 1001 West Center Street	West Sacramento, CA 95691	General	-	04/28/2017
City of West Sacramento Public Works Dept	1951 South River Rd	Auburn, CA 95603	General	-	06/30/2017
sa Loma Road Washout Emerg R Placer County Public Works	11428 F Avenue Attn: Cynthia Thomas	Lathrop, CA 95330	General	-	05/18/2017
rop Emergency Levee Repair	11428 F Avenue	Antioch, CA 94509	General	-	07/31/2017
4 T&M - Weimar Culvert Replacer Drill Tech Drilling & Shoring, Inc.	390 Towne Centre Drive				
	2200 Wymore Way				



Issued in Duplicate

Part III, Page 3

PERFORMANCE BONDBOND NO. 070205797PREMIUM: \$1,611.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and A. Teichert and Son Inc dba Teichert Construction (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated English Avenue 200-300 Block Improvements, and identified as project Project (35n1713, 35n1813) 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 Liberty Mutual Insurance Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Five Hundred Thirty Six Thousand Eight Hundred Eighty Five and 00/100 dollars (\$ 536,885.00) 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 the 12th Day of February, 2018.

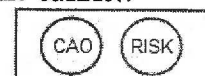
A. Teichert and Son Inc dba Teichert Construction

By: PRINCIPAL FRANCIS JOHNSON - VICE PRESIDENT

By: PRINCIPAL

Liberty Mutual Insurance Company

By: ATTORNEY-IN-FACT Joshua Sanford



## ACKNOWLEDGMENT

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

State of ~~California~~ <sup>Connecticut</sup>  
County of Hartford

On February 12, 2018 before me, Stephani A. Trudeau, Notary Public  
(insert name and title of the officer)

personally appeared Joshua Sanford  
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.

**STEPHANI A. TRUDEAU**  
**NOTARY PUBLIC-174116**  
MY COMMISSION EXPIRES MAY 31, 2022

Signature Stephani A. Trudeau (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7946511

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Saykham Chanthasone; Cavel Dixon-Rubeor; Danielle D. Johnson; Aiza Lopez; Michelle Anne McMahon; Aimee R. Perondine; Brian Peters; Noah William Pierce; Donna M. Planeta; Stacy Rivera; Joshua Sanford; Stephani A. Trudeau

all of the city of Hartford, state of CT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of November, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

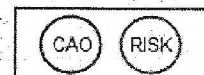
**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 10th day of February, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## ACKNOWLEDGMENT

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

State of California  
County of Alameda

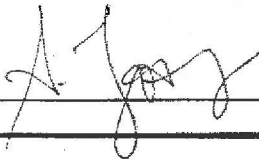
On February 12, 2018 before me, Stacy Foss, Notary Public  
(insert name and title of the officer)

personally appeared Francis Johnson  
who proved to me on the basis of satisfactory evidence to be the person(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

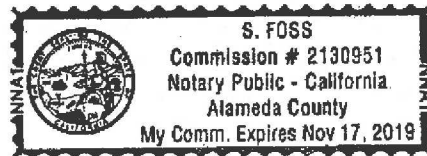
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Issued in Duplicate

Part III, Page 4

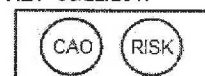
PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: 070205797

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, A. Teichert and Son Inc dba Teichert Construction as Principal (also referred to herein as "CONTRACTOR"), and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Five Hundred Thirty Six Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$ 536,885.00), 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 **ENGLISH AVENUE 200-300 BLOCK IMPROVEMENTS 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

12th day of February, 2018.

Liberty Mutual Insurance Company

Surety

By: 

Joshua Sanford, Attorney-in-Fact

Print Name/Title

175 Berkeley Street, Boston, MA 02117

Address

( 617 ) 357-9500

Telephone Number

Email Address

A. Teichert and Son Inc dba Teichert Construction

Principal

By: 

FRANCIS JOHNSON - VICE PRESIDENT

Print Name/Title

7060 KOLL CENTER PKWY., STE. 330  
PLEASANTON, CA 94566

Address

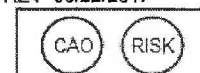
(925 ) 621-5700

Telephone Number

RHAGUE@TEICHERT.COM

Email Address

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



## ACKNOWLEDGMENT

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

State of ~~California~~ <sup>Connecticut</sup>  
County of Hartford

On February 12, 2018 before me, Stephani A. Trudeau, Notary Public  
(insert name and title of the officer)

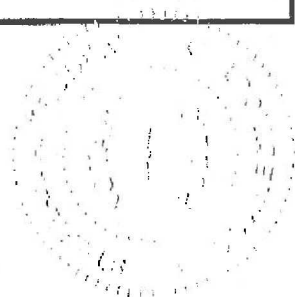
personally appeared Joshua Sanford  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

**STEPHANI A. TRUDEAU**  
**NOTARY PUBLIC-174116**  
MY COMMISSION EXPIRES MAY 31, 2022



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7946512

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Saykham Chanthasone; Cavel Dixon-Rubeor; Daniellé D. Johnson; Aiza Lopez; Michelle Anne McMahon; Aimee R. Perondine; Brian Peters; Noah William Pierce; Donna M. Planeta; Stacy Rivera; Joshua Sanford; Stephani A. Trudeau

all of the city of Hartford, state of CT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of November, 2017.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

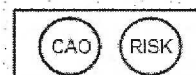
**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 12th day of February, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## ACKNOWLEDGMENT

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

State of California  
County of Alameda

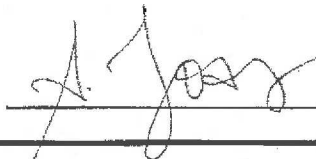
On February 12, 2018 before me, Stacy Foss, Notary Public  
(insert name and title of the officer)

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

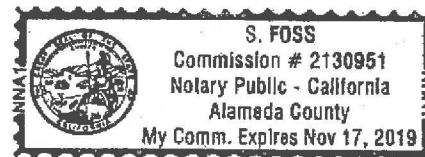
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

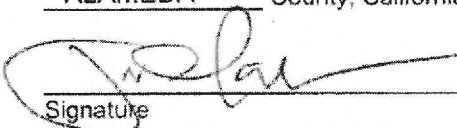
The undersigned declares:

I am the AREA MANAGER of TEICHERT CONSTRUCTION, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 8TH day of JANUARY, 2018 in PLEASANTON [city], ALAMEDA County, California.

  
Signature

JIM GALLAGHER - 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.

NONE

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

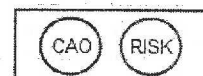
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 8TH day of JANUARY, 2018, in PLEASANTON [city], ALAMEDA County, California.

  
\_\_\_\_\_  
Signature

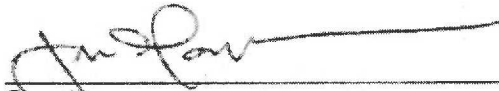
JIM GALLAGHER - AREA MANAGER

Printed Name and Title



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

I, JIM GALLAGHER, a licensed contractor, or responsible managing officer, of the company known as TEICHERT CONSTRUCTION, 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

JIM GALLAGHER - AREA MANAGER  
\_\_\_\_\_  
Printed Name and Title

1/8/18  
\_\_\_\_\_  
Date