

PUBLIC WORKS CONTRACT (Formal Bid)

Citywide ADA Ramps and Street Reconstruction, Phase 6
(35c1553C, 35c1556, 30n1342, 35c1428, 30c1308, 35n1430, 35n1716, 33c1003, 30c1310)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 15 day of March, 2018, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and MONTEREY PENINSULA ENGINEERING, 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 Citywide ADA Ramps and Street Reconstruction, Phase 6. 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 16, 2018, for the Grand Total Bid in an amount not to exceed **One Million Four Hundred Four Thousand Two Hundred Forty-Nine dollars and Thirty-Five cents (\$1,404,249.35)** plus a sum of up to 15% 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) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on February 20, 2018 by Resolution 18-026 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 - A. Plans and Specifications
 - B. Accepted Proposal
 - C. Performance Bond
 - D. Payment Bond (labor and materials)
 - E. Non-Collusion Declaration
 - F. Debarment and Suspension Certification
 - G. Certification(s) of Good Faith Effort to Hire Local Residents

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

ATTEST:

By: 

City Clerk

CITY OF MONTEREY

By: 

City Manager, or his designee

MONTEREY PENINSULA ENGINEERING

By: 

Peter J. Taormina, Manager

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





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6

VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

FORMAL BID


This is a Capital Improvement/Neighborhood Improvement Project

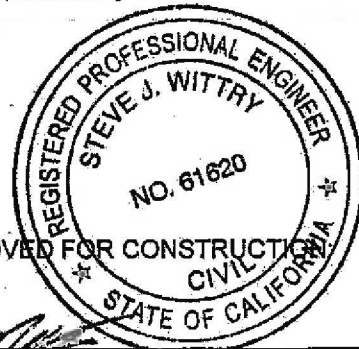
TECHNICAL SPECIFICATIONS APPROVED BY:


ENGINEER
DATE: 11/22/2017



APPROVED FOR CONSTRUCTION


CITY ENGINEER
DATE: 11/21/17



Master Specification Revision: 9/21/2017

Project Specification Revision:



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CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
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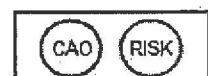
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

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 Citywide ADA Ramps and Street Reconstruction Phase 6 in Monterey, California, in accordance with these plans and specifications.

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

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

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

SPECIFICATIONS AND BID FORMS

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

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 2:00 PM, Wednesday, December 6, 2017 at the Engineering Division Office, 601 Wave Street, Suite 100, 2nd Floor, 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.

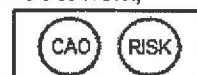
BID VALIDITY

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.

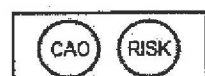
BIDDER PROTEST

All bid protests shall follow the procedures set forth in Monterey City Code §28-24 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, Thomas Korman, P.E., Senior Engineer by emailing engineering-admin@monterey.org. The project name must be referenced in all communication.

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



DEFINITIONS

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

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

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

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	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Sawcut AC Pavement	3,311	LF		
6	Sawcut Concrete Curb and Gutter	14	EA		
7	Sawcut Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, and Driveway	50	LF		
8	Cold Plane AC Pavement (3" Depth)	26,770	SF		
9	Full Depth Reclamation - Cement (18" Depth)	11,200	SF		
10	Full Depth Reclamation - Cement (15" Depth)	15,500	SF		
11	Full Depth Reclamation - Cement (12" Depth)	12,553	SF		
12	Full Depth Reclamation - Cement (9" Depth)	21,277	SF		
13	Remove AC Pavement and Base	1	LS		
14	Remove Concrete Curb and Gutter	412	LF		
15	Remove Concrete Cross-Gutter	160	SF		
16	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	4,932	SF		

17	Remove Storm Drain Inlet	1	EA		
18	Salvage and Reinstall Brick Driveway	135	SF		
19	Salvage and Reinstall Bench	1	EA		
20	Adjust Manhole Cover to Grade	12	EA		
21	Adjust Valve Cover to Grade	6	EA		
22	Adjust Water Meter Box to Grade	3	EA		
23	Adjust CATV Box to Grade	1	EA		
24	Adjust Monument Cover to Grade	1	EA		
25	Adjust Catch Basin to Grade	1	EA		
26	Reconstruct Manhole Top	3	EA		
27	Reconstruct Monument	4	EA		
28	12" Storm Drain	121	LF		
29	15" Storm Drain	50	LF		
30	18" Storm Drain	326	LF		
31	Concrete Trench Backfill	1	LS		
32	Standard Catch Basin	5	EA		
33	Storm Drain Manhole	1	EA		
34	Earthwork	1	LS		
35	Class 2 Aggregate Base	1	LS		
36	4.5" HMA (1/2" Type A, No RAP in top lift)	11,200	SF		
37	4" HMA (1/2" Type A, No RAP in top lift)	34,330	SF		
38	3" HMA (1/2" Type A, No RAP)	3,150	SF		
39	2" HMA (1/2" Type A, No RAP)	31,354	SF		
40	1" HMA (3/8" Type A) (Leveling Course)	25,553	SF		
41	HMA (1/2" Type A) (Variable-Thickness Leveling Course)	1,217	SF		
42	Paving Grid (Class II with 1" Openings)	26,770	SF		
43	Shoulder Backing	3,900	SF		
44	Asphalt Dike, Type E	445	LF		
45	Raise/Restore Rolled AC Berm	750	LF		
46	Concrete Curb and Gutter	126	LF		

47	Concrete Rolled Curb and Gutter	177	LF		
48	Concrete Valley Gutter (Modified, 18" – wide)	585	LF		
49	Concrete Vertical Curb	120	LF		
50	Concrete Sidewalk	2,156	SF		
51	Concrete Curb Ramp	788	SF		
52	Detectable Warning Surface	118	SF		
53	Concrete Residential Driveway	3,092	SF		
54	Reset of Relocate Roadside Sign	7	EA		
55	Remove Roadside Sign	1	EA		
56	Pavement Markings (2-coat paint)	891	SF		
57	Detail 22 Stripe (Thermoplastic)	1,053	LF		
58	Detail 27B Stripe (Thermoplastic)	580	LF		
59	Detail 38A Stripe (Thermoplastic)	32	LF		
60	Detail 39 Stripe (Thermoplastic)	115	LF		
61	Detail 39A Stripe (Thermoplastic)	123	LF		
62	Pavement Marker, Type BB	4	EA		
63	Planter Area, Type 1	1,972	SF		
64	Traffic Signal and Lighting	1	LS		
65	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 65) (Written in Words): _____					(Figures) \$ _____

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
66	Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)	65,000	SF		
TOTAL ADDITIVE ALTERNATE BID (ITEM 66) (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 65).

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

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. Construction Surveying

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

5. 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.

6. 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 of 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.

7. Sawcut Concrete Sidewalk, Curb Ramp, 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 concrete sidewalks, curb ramps, sidewalk crossings, and driveways as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

8. Cold Plane AC Pavement (3" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for cold planing existing asphalt concrete pavement and proper disposal or recycling of grindings, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

9. Full Depth Reclamation - Cement (18" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil, and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

10. Full Depth Reclamation - Cement (15" Depth)

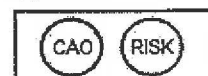
Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

11. Full Depth Reclamation - Cement (12" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

12. Full Depth Reclamation - Cement (9" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five



percent (5%) at 130 pcf-soil weight.

13. Remove AC Pavement and Base

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

14. 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.

15. Remove Concrete Cross-Gutter

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 cross-gutters, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

16. Remove Concrete Sidewalk, Curb Ramp, 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, curb ramps, sidewalk crossings 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 and curb ramps is not included in this bid item, but is paid for under Remove Concrete Curb and Gutter.

17. Remove Storm Drain Inlet

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to removing existing storm drain inlet, capping existing storm drains which are to be abandoned, 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.

18. Salvage and Reinstall Brick Driveway

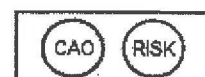
Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to remove existing brick driveway; storing brick; re-grading driveway, including import and export of sand bedding as needed; reinstalling brick at final grade; 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. Salvage and Reinstall Bench

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



21. Adjust 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 for adjustment to grade of valve cover, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing valve cover and concrete collar prior to construction, and furnishing and installing new valve cover with a concrete collar at final grade after grading and paving operations. This item also includes protecting valve risers during construction.

22. Adjust Water Meter Box to Grade

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

23. Adjust CATV Box to Grade

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

24. Adjust Monument 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 for adjustment to grade of monument cover, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing monument cover and concrete collar prior to construction, and furnishing and installing a new monument cover with a concrete collar at final grade after grading and paving operations. Notify City Surveyor at least 72 hours prior to work near monument. City Surveyor will tie-out monument and file corner record.

25. Adjust Catch Basin to Grade

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

26. Reconstruct Manhole Top

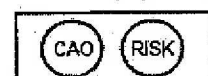
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to replace the existing manhole cone with a shallow (15" or 18" tall) cone; and adjusting the manhole cover to grade after grading and paving operations; 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. This work also includes structure excavation and backfill, furnishing and installing precast members and miscellaneous metal as required.

27. Reconstruct Monument

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 reconstructing monument in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing concrete underground monument, monument cover, and concrete collar prior to construction, and furnishing and installing a new concrete underground monument with brass marker, monument cover and concrete collar at final grade after grading and paving operations. Notify the City Surveyor at least 72 hours prior to work near monument. The City Surveyor will tie-out monument and file corner record prior to demolition, will provide reference points for construction of the new monument, and will punch the brass marker after construction.

28. 12" Storm Drain

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" storm drain pipe; concrete collars 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.

29. 15" Storm Drain

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 15" storm drain pipe; concrete collars 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.

30. 18" Storm Drain

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 18" storm drain pipe; concrete collars 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.

31. Concrete Trench Backfill

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

32. Standard 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 standard catch basin as shown on the plans, 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. Engineer may adjust depth of catch basin up to 2' lower to accommodate existing utilities in roadway without change in cost of work as described above.

33. Storm Drain 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 manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections to existing pipes.

34. Earthwork

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 grubbing, excavation and embankment, and import or export of material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

35. Class 2 Aggregate Base

Measurement and payment for this item shall be on a lump sum (LS) 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, 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. Excluded from this item is aggregate base below Concrete Paver Vehicular Pavement Types A and B, Concrete Driveways, Concrete Accessible Parking, and HMA Sidewalk Path. Aggregate base within the limits of those bid items will be considered included in the unit prices bid for those items.

36. 4.5" HMA (1/2" Type A, No RAP in top lift)

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 recompacting aggregate base or



subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used in top lift as part of this payment item.

37. 4" HMA (1/2" Type A, No RAP in top lift)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used in top lift as part of this payment item.

38. 3" HMA (1/2" Type A, No RAP)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item.

39. 2" HMA (1/2" Type A, No RAP)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item.

40. 1" HMA (3/8" Type A) (Leveling Course)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

41. HMA (3/8" Type A) (Variable-Thickness Leveling Course)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

42. Paving Grid (Class II with 1" Openings)

Measurement and payment for this item shall be on a square foot (SF) basis. The payment quantity for paving fabric is the actual pavement area covered. Tack coat is included in the payment for paving fabric.

43. Shoulder Backing

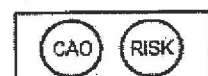
Measurement and payment for this item shall be on a square foot (SF) basis. The payment quantity for shoulder backing is the actual pavement area covered. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; and placing, spreading and compacting shoulder backing as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

44. Asphalt Dike, Type E

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

45. Raise/Restore Rolled AC Berm

Measurement and payment for this item shall be on a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for raising and restoring rolled AC berm as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.



46. 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 subgrade; constructing concrete curb and gutter; 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 concrete cross-gutters, driveway aprons (sidewalk crossings) and curb ramps.

47. Concrete Rolled Curb and Gutter

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the back 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 subgrade; constructing concrete rolled curb and gutter, 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 concrete cross-gutters driveway aprons (sidewalk crossings) and curb ramps.

48. Concrete Valley Gutter (Modified, 18" wide)

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

49. Concrete Vertical Curb

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 subgrade; constructing concrete vertical as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

50. 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 subgrade; constructing concrete sidewalk; 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.

51. 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 over-excavation and recompaction of subgrade and constructing concrete curb ramps as shown in plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

52. Detectable Warning Surface

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the installation of prefabricated wet-set type detectable warning surface (truncated domes) in freshly poured concrete, in accordance with the plans and specifications, and as directed by the Engineer. The concrete underlying the detectable warning surface is paid for separately under Concrete Curb Ramp.

53. Concrete Residential 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 subgrade; placing and compacting aggregate base or sand bedding; reinforcing steel; and placing and finishing concrete pavement, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions,

and as directed by the Engineer.

54. Reset or Relocate Roadside Sign

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

55. Remove 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, involved in the removal of existing 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.

56. Pavement Markings (2-Coat Paint)

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

57. Detail 22 Stripe (Thermoplastic)

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

58. Detail 27B Stripe (Thermoplastic)

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

59. Detail 38A Stripe (Thermoplastic)

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

60. Detail 39 Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of thermoplastic stripes, and installation of pavement markers for a complete Detail 39 traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

61. Detail 39A Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of thermoplastic stripes, and installation of pavement markers for a complete Detail 39A traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.



62. Pavement Marker, Type BB

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markers and application of Type BB retroreflective pavement markers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes the furnishing and applying of rapid set type adhesives.

63. Planter Area, Type 1

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, excavation, backfilling with imported topsoil, and fine grading as directed by the Engineer.

64. Traffic Signal and Lighting

Measurement for this item shall be on a lump sum (LS) basis. The work shall include furnish and install new rectangular rapid flashing beacon (RRFB) system including traffic signals, pedestrian push buttons, traffic signal poles/posts, pull boxes, conductors and conduit, all necessary excavation and backfill, abandonment of existing conduit as needed, removal and disposal of existing pull boxes as needed, mounting of equipment (including mounting hardware), configuration and testing of equipment, and performing all work as shown on the plans and specified herein.

The contract lump sum (LS) price paid for traffic signal and lighting shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing the traffic signal lighting systems, complete in place, as shown on the plans and specified herein.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the installation of the various systems, shall be considered as included in the prices paid for the systems or units thereof, and no additional compensation will be allowed therefor.

65. 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.

66. Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)

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 required for demolition, earthwork, and subgrade preparation (up to 6" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, placement of 6" thick Hot Mix Asphalt (HMA), (maximum 3" thick lift, No RAP in top lift) using a maximum aggregate size of 3/4", as directed in field. Payment for this work item shall include installation of temporary raised 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. Note to bidders: If Alternate Bid item is awarded appropriate bid items in Base Bid will be adjusted accordingly by street segment location.

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



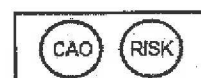
ACKNOWLEDGEMENT OF ADDENDA

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. _____



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.

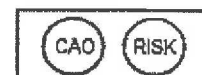
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

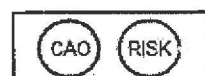
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Prime Contractor – To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: **CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6**

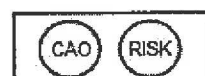
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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

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

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

[CONTINUED NEXT PAGE]



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

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

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

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

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

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

(Contact Name)	

(Street Address)	

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

(Email address)	

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

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

(Contractor Name)

By: _____
(Signature)

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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)

Citywide ADA Ramps and Street Reconstruction Phase 6

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

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

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

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

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



PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

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

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

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

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

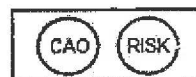
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of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

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

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT



PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

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

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

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

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



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

_____ day of _____, 20_____.

Surety

Principal

By: _____

By: _____

Print Name/Title

Print Name/Title

Address

Address

(_____) _____
Telephone Number

(_____) _____
Telephone Number

Email Address

Email Address

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



SCOPE OF WORK

INTENT

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

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

CHANGES AND EXTRA WORK

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

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

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

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

CLEANUP

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

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

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

CONTROL OF WORK

CONTRACT COMPONENTS

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

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

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

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

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

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

ENGINEER'S AUTHORITY

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

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

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

ASSIGNMENT

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

SUBCONTRACTING

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

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

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

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

REPRESENTATIVE

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

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

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

EQUIPMENT

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

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

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

PROPERTY AND FACILITY PRESERVATION

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

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

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



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.

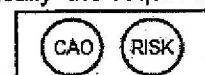
The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, 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 PROGRESSGENERAL

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

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

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

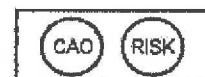
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

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

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

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



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

RIGHTS OF WAY

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

PAYMENT

GENERAL

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

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

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

PROGRESS PAYMENTS

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

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

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

of the value of all work done.

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

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

PAYMENT AFTER CONTRACT ACCEPTANCE

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

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

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6

VIA GAYUBA/WALTER COLTON (30N1342)

VIA GAYUBA RESURFACING (35C1428)

YORK ROAD (35C1553C)

PERRY LANE (35C1553C)

VETERANS PARK ROAD (30C1308)

PART IV: SPECIAL PROVISIONS

GENERAL

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

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) calendar days** from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

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

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

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

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

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

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

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

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

SITE INSPECTION

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

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

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



SUBMITTALS

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

Submittal Format:

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

Submittal Content and Product Data:

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

CONSTRUCTION SURVEYS

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

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

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

PROTECTION OF PRIVATE PROPERTY

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

CONSTRUCTION QUALITY CONTROL

Definitions

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

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

Contractor Responsibility

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

The Quality Control Plan

Quality Control Plans and Procedures.

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

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

QC Plan Implementation

1. **Preconstruction Conference.** During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm

mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
 - a. Tests and Inspections:
 - Sub-grade compaction
 - Aggregate placement and compaction
 - Forms Placement
 - Trench backfill and bedding
 - Reinforcing bar placement
 - Fill Material (if applicable)
 - Pipe placement
 - Lateral Connections
 - Street Light Bases
 - 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
 - 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 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

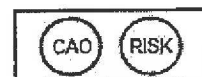
Coverage shall be at least as broad as:

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

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

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. **The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.**



OTHER INSURANCE PROVISIONS

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of or 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

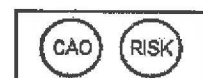
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

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

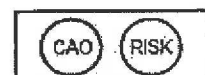
Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

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.

In addition, ten (10) working prior to any work beginning by a subcontractor, a trade pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA with the general contractor present with their subcontractor present to discuss the proposed work items being performed by that subcontractor.

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 twelve-hundred dollars (\$1,200) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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

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

CONSTRUCTION PROCEDURE

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

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

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

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

TRAFFIC CONTROL

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

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

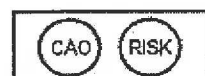
A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum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

The following shall be incorporated into the Traffic Control Plan:

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

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>



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

Traffic Control Plans shall contain the following notes:

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

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



writing.

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

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

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

CONSTRUCTION PROJECT SIGNS

For the Neighborhood Improvement Project (NIP) portion of the work on Via Gayuba, 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.

For Measure P street segment (York Road and Perry Lane), the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

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

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

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

UNDERGROUND UTILITIES

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

UTILITY COMPANY COORDINATION

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



CONTRACT PLANS AND SPECIFICATIONS

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

DUST CONTROL

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

CONNECTION TO EXISTING UTILITIES

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

SANITARY FACILITIES

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

INSPECTION OF WORK

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

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

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

RECORD DRAWINGS

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

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

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

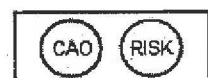
Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges,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

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

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

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

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



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

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

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

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

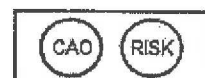
- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

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

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

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

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



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

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

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

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

TREE PROTECTION REQUIREMENTS

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

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

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

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

11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>

12. These Tree Protection guidelines shall also apply to the following trees:

- a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
- b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
- c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.

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CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6

VIA GAYUBA/WALTER COLTON (30N1342)

VIA GAYUBA RESURFACING (35C1428)

YORK ROAD (35C1553C)

PERRY LANE (35C1553C)

VETERANS PARK ROAD (30C1308)

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.

Mark the planned sawcut locations in the field for review by the City Inspector. The City Inspector may revise the sawcut limits based on actual field conditions, such as to coincide with existing sidewalk joints or based on existing trench batches or cracks in AC pavement. Sawcut lines shall be parallel or perpendicular to the adjacent curb line and shall coincide with existing joints, where possible.

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

DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT

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

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

DEMOLITION AND DISPOSAL OF CONCRETE CURBS, GUTTERS, DRIVEWAYS, CROSS-GUTTERS, CURB RAMPS AND SIDEWALKS

Removal of Portland cement concrete curbs, gutters, driveways, sidewalks and curb ramps 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.

FULL DEPTH RECLAMATION - CEMENT

DESCRIPTION

Full-Depth Rehabilitation (FDR) consists of reconstructing a distressed pavement by in-place recycling of the pavement materials and stabilizing with cement to enhance the structural properties of the recycled materials. This work shall consist of pulverizing the existing roadway materials and underlying soil and uniformly mixing with Portland cement and water. Mixture shall then be compacted, finished, and cured in such a manner that the FDR mixture forms a dense, uniform mass conforming to the lines, grades, and cross sections shown on the Plans.

GENERAL
Materials

Recycled Pavement Materials – Materials to be stabilized with Portland cement shall consist of pulverized asphaltic concrete, aggregate base, and any underlying native subgrade soils incorporated into mix design.

Existing materials shall be pulverized so that 100 percent will pass a 2-inch (50-mm) sieve and a minimum of 85 percent will pass a 1-inch (25-mm) sieve.

Portland cement – All cement to be used or furnished shall conform to ASTM C150. The cement shall be protected from moisture until used and be sufficiently dry to flow freely when handled. Cement shall be furnished in bulk and not exposed until applied to prepared grade.

Water – Water shall be free from oils, acids, organic matter or other substances deleterious to the cement treatment of materials. The water shall not contain more than 1000 parts per million of chlorides nor more than 1000 parts per million of sulfates as SO₄. Water shall be clean and potable and shall be added as needed during mixing, compacting, and finishing operations and during the curing period, as required.

Cement Application Rate

The cement application rate is based on the laboratory mix design. The percentage of cement is determined according to the maximum dry weight of the untreated material determined in the laboratory by ASTM D1557. The contractor, prior to commencing the field work shall perform a mix design to confirm the final spread rate of cement. The mix design will provide evidence that the required Unconfined Compressive Strength (UCS) of 300 psi is attainable per ASTM D 1633. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

Contractors Qualification

The contractor performing the FDR cement stabilization shall document a minimum of five years' experience performing similar stabilization work. The contractor shall submit a list of equipment to be utilized in performance of the stabilization process. The contractor shall submit a detailed description of work procedures for approval by the Engineer prior to beginning FDR cement stabilization.

The contractor performing FDR cement stabilization shall have a representative on site with a minimum of 5 years' experience in cement stabilization. Their function should include coordinating with other contractors and site representatives. All personnel should be properly trained in the FDR treatment process, including quality control and safety procedures.

Protection of Existing Utilities

Where existing underground utilities or utility services lie within the FDR section, the contractor shall verify, by potholing or other means acceptable to and approved by the Engineer, that there is sufficient cover over the utilities to provide clearance for the FDR mixing process without damage to the existing utility facilities. This verification shall be carried out where each utility crosses the boundary of the FDR section, and at a minimum of one location in between. This paragraph shall not relieve the Contractor of conforming to all utility protection requirements contained elsewhere in these special provisions.

The Contractor shall be responsible for the protection of existing pipelines, manholes, catch basins, valve boxes and other utility structures that are to remain within the FDR work area. Any such utility facilities that are damaged by the Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the City, in accordance with Section 15-1.02, "Preservation of Property," of the State Standard Specifications.

Equipment

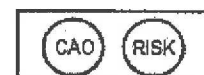
FDR section shall be constructed utilizing a combination of equipment that will produce results that meet all the requirements herein. The Engineer must approve such machines prior to use.

Cement Spreader: The cement spreader shall be equipped with such instrumentation and equipment to control spread rates over variable travel speeds. The operator shall demonstrate that the instrumentation and equipment is calibrated and capable of controlling the spread rates within specifications.

Mixer: The mixing equipment shall be capable of mixing the full-specified depth of cement treatment, leaving a relatively smooth plane at the bottom of the FDR section. Mixing equipment shall be equipped with a visible depth indicator showing the mixing depth, and odometer or foot-meter to indicate travel speed, and a controllable water additive system for regulating water added to the mixture.

Compactors: When compacting cement treated sections greater than eight (8) inches, a sheepfoot type compactor capable of compacting the entire section to the project specification shall be used.

CONSTRUCTION



Preparation of Existing Pavement

The existing asphaltic concrete (AC) surfacing and the underlying base material shall be pulverized to a minimum depth of six (6) inches. If the existing AC is greater than 6-inches, the contractor shall pulverize slightly below the depth of the existing AC.

The pulverized materials shall be graded to conform to the lines and grade shown on the Plans prior to application of the cement. Grading operations will require some movement of material along the grade and/or off-hauled to conform to the lines and elevations shown on the Plans and to allow for the new asphalt concrete section to be installed.

At the contractor's option, the existing AC section may be removed by other means, if contractor can demonstrate to the Engineer that pre-removal of AC will still allow for new grade requirements to be met with remaining materials.

No more of the existing roadway sections shall be pulverized or removed in any working day than can be relayed as specified above in that working day. Pulverized material shall be temporarily compacted at the end of each day with a smooth drum roller, to allow for traffic.

Portland Cement Application

The Portland cement shall be applied in one operation to the required width, grade and cross section. Cement shall be evenly spread at the designated rate and shall not vary more than 5 percent on any area. Only a calibrated spreader able to provide a uniform distribution of the cement throughout the treatment area shall spread cement. The cement shall be added in a dry state and every precaution shall be taken to prevent fugitive dust outside the work zone.

The spreader truck shall demonstrate the ability to maintain a consistent spread rate over variable travel speeds. The contractor will demonstrate the consistency of the spread rate by conducting multiple pan tests. The pan test consists of placing a 3 square foot pan on the grade in front of the spreader truck. After cement spreader truck has passed over the pan, the cement captured in the pan is weighed to determine the rate of spread in pounds per square foot. Truck tags will be used to verify amount of cement delivered to project.

No traffic other than the mixing equipment or other related construction equipment would be allowed to pass over the exposed cement until after completion of mixing.

Cement shall not be spread or mixed/hydrated while the atmospheric temperature is below 35-degrees F. At the Engineers discretion, processing will be allowed if temperature is rising.

Mixing and Hydrating

The thickness of the FDR treatment shall be designated on the Plans or as determined by the Engineer. In areas where mixing equipment cannot access, such as around manholes or curbs, the Contractor can process the mixture, within allowable time constraints, by pulling the recycled material and applied cement away from obstacles and relayed to an area accessible to mixing equipment.

Cement treatment can be conducted in one lift provided the contractor can demonstrate that the spread rate, particle size, and compaction can be achieved. The mixer shall be capable of automatically adjusting itself to maintain a constant depth. On the initial mix, the water truck must have a solid connection to the mixer. The water shall be injected directly into the mixing chamber and shall produce a homogenous blend free from streaks or pockets of dry cement. Leakage of water from equipment will not be permitted. Care shall be exercised to avoid the addition of any excessive water into the mixture.

When mixed material, exclusive of one inch or larger clods, is sprayed with phenolphthalein alcohol indicator solution, areas showing no color reaction will be considered evidence of inadequate mixing.

Contractor is required to complete mixing and initial compaction of the FDR-cement section within 2 hours of initial hydration of cement.

Construction Joints

When horizontally joining two treated sections, contractor shall overlap the new treated section with previously

treated section by 12-inches. When joining two treated sections on same day, care shall be taken to adjust water content along overlapping zone.

Compaction

Maintain moisture above the optimum moisture content, but within allowable moisture range as determined by the moisture/density relationship of the compaction curve. The FDR-cement section shall be compacted to 95 percent of the maximum dry density as determined by ASTM 1557.

The maximum compacted thickness of a single layer may be any thickness the contractor can demonstrate to the engineer that his equipment and method of operation will provide the required compacted density throughout the treated layer.

Initial Compaction – Contractor shall achieve the projects minimum compaction requirement during initial compaction operation. Lift thickness of 8 to 12 inches shall be compacted by means of a sheepfoot compactor. Lift thickness greater than 12 inches shall be compacted by a sheepfoot compactor with an open ring design to prevent bridging of the lower half of the FDR section. Areas inaccessible to rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.

Surface Compaction. Surface compaction is defined as the upper 3 inches of the FDR section. Surface compaction shall be by means of steel tired or pneumatic-tired roller.

Final Grading

Surface compaction and finish grading shall proceed in such a manner as to produce, in not more than 2 hours from initial compaction, a smooth, closely knit surface conforming to the crown, grade and line indicated and will be free of cracks, ridges or loose material.

Maintain moisture content on surface within allowable moisture range during all grading procedures.

All excess material above the grade tolerance specified by the plans should be removed from the grade prior to final surface compaction of the FDR section. This excess material can be used in areas inaccessible to treatment equipment, provided the FDR mixture is used within the allotted time constraints.

Minor indentations may remain in the surface of the finished material as long as no loose material remains in the indentations.

Traffic Loading

Once the FDR section is finished, contractor may be allowed to place subsequent structural layers over the FDR section provided that the following criteria's are met:

- A. The FDR section is stable and non-yielding under a minimum 10 ton proof-roll.
- B. The FDR section has no evidence of cracking
- C. The FDR section criteria's have been met, including FDR thickness, percentage of cement applied, compaction, and square footage of the treated area confirmed.

Curing

Before traffic is permitted on improved section, section shall meet the minimum compaction requirements of 95% of maximum dry-density within 2% wet optimum moisture content.

Curing shall be moist (water fogging), bituminous seal, or other method approved by the Engineer. If moist curing is used, exposed surfaces of the FDR section shall be kept continuously moist with a fog spray for 3 days. If a bituminous curing is used, it shall consist of liquid asphalt or emulsified asphalt.

The bituminous curing seal shall be applied in sufficient quantity to provide a continuous membrane over the soil at a rate of between 0.10 and 0.20 gallons per square yard of surface with the exact rate determined by the Engineer. It shall be applied as soon as possible after the completion of final rolling. The surface shall be kept moist while the seal is applied. At the time the bituminous material is applied, the soil surface shall be dense, shall be free of all loose and extraneous material, and shall contain sufficient moisture to prevent excessive penetration of the bituminous material.

Repair

If the FDR-cement section is damaged, removing and replacing the entire depth of affected layers in the damaged area shall repair it. Feathering will not be permitted for repair of low areas.

COLD PLANING

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

PAVING GRID (CLASS II WITH 1" OPENINGS)

Paving fabric shall conform to the requirements of Section 96-1.02L, Paving Grid, of the Standard Specifications, except that the aperture size must be 1 inch.

96-1.02L Paving Grid

Geosynthetics used for paving grid must be a geopolymer material formed into a grid of integrally connected elements with openings.

Paving grid must comply with the requirements shown in the following table:

Paving Grid				
Quality characteristic	Test method	Requirement		
		Class I	Class II	Class III
Tensile strength at ultimate, (min, lb/in ^a)	ASTM D6637	560 x 1,120	560	280
Aperture size, (inch)	Calipered	1	1	1
Elongation, (max, percent)	ASTM D6637	12	12	12
Mass per area, (min, oz/sq yd)	ASTM D5261	16	10	5.5
Melting point, (min, °F)	ASTM D276	325	325	325

^a For Class I, machine direction x cross direction. For Class II and Class III, both directions.

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

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

Install paving fabric in accordance with the manufacturer's recommendations, and overlap edges of fabric at least 2 feet.

UTILITY COVER ADJUSTMENTS

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

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

Where shown, inlets shall be adjusted to final grades by sawcutting and removing the upper section of the inlet,

doweling into the inlet base, and constructing a new inlet top, including miscellaneous metal, curb and gutter, as shown on the Plans. Work shall conform to the details shown on the Plans and Section 15-2, "Miscellaneous Facilities", of the Standard Specifications.

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

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

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

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

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

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

Survey monument cover adjustments to grade shall be in accordance with plan details.

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

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.

CLASS 2 AGGREGATE BASE

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



HOT MIX ASPHALT

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

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 be Type A. **No reclaimed asphalt pavement (RAP) shall be used in the finished top lift of Hot Mix Asphalt or for leveling lifts.**
 - Aggregate for lifts 2" or less and finished top lifts shall be 1/2-inch maximum, medium gradation.
 - Aggregate for lifts greater than 2", other than finished top lifts, and base course paving, shall be 3/4-inch maximum, medium gradation.

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 all vertical surfaces, and between lifts at the rates required by the Standard Specifications.

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

CONCRETE CURBS, GUTTERS, CURB RAMPS AND SIDEWALKS

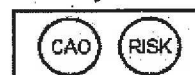
Concrete curbs, gutters, sidewalks, curb ramps and driveways shall conform to Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these specifications.

The finished concrete shall be grey in color and neutral in tone unless otherwise specified as colored concrete. Finished concrete shall not be white or light grey in color or bright in tone.

Backfill shall be provided against edges of sidewalk to prevent any abrupt drop off from the sidewalk to adjacent grade.

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

Concrete curbs, gutters, sidewalks, sidewalk crossings, storm drain aprons, curb ramps and driveways shall be



dowelled in accordance with the plans and specifications. All expansion and cold (construction) joints shall be dowelled. Sidewalk which adjoins curb and gutter, if not poured monolithically, shall be doweled into the back of curb.

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

DETECTABLE WARNING SURFACE

Detectable warning surface (truncated domes) shall be Armor-Tile or approved equal, and Colonial Red in color. Other manufactures that meet the technical specification requirements established by the Department of General Services, Division of State Architect and which are manufactured in the Colonial Red color will be considered for approval, as an approved equal. Detectable warning surface shall be set in freshly poured concrete, not surface applied.

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.

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.

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.

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.

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.

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. From number 28 Section II.

STORM DRAIN PIPE

Storm drain pipe shall be 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.

Where pipe will have less than 24" of cover, measured from finished grade to top of pipe, the trench shall be backfilled with minor concrete.

THERMOPLASTIC TRAFFIC LINES 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.

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

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

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

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

PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

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

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

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

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

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

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

striping layout.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A pointer or sighting device not less than 5' long and extending from the front thereof; a pointer or sighting device extending from the side of the machine to gauge the distance from centerline for shoulder stripes; accurate gauges or dials to indicate the rates at which the paint and spheres are being applied; a positive acting cutoff device to prevent deposition of paint in gaps of dashed stripes; shields or an adjustable air curtain for line control; pressure regulators and gauges (if pneumatically operated) in full view of the operator at all times; a paint strainer in the paint

supply line; a paint storage tank with mechanical agitator operating continuously; and an attached glass sphere dispenser located approximately 18" behind, and controlled simultaneously with the paint applicator nozzle.

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

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

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

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

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

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

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

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

PAVEMENT MARKERS

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

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

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

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

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

Pavement markers shall not be placed on painted surfaces.

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

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.

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.

APPENDIX A: Bid Proposal Forms



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

BID PROPOSAL COVER SHEET

**FOR
CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)**

Submit the following items unbound:

ITEM

INCLUDED

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

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

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

By: _____
Company Name

Signature

Date



**CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)**

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	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Sawcut AC Pavement	3,311	LF		
6	Sawcut Concrete Curb and Gutter	14	EA		
7	Sawcut Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, and Driveway	50	LF		
8	Cold Plane AC Pavement (3" Depth)	26,770	SF		
9	Full Depth Reclamation - Cement (18" Depth)	11,200	SF		
10	Full Depth Reclamation - Cement (15" Depth)	15,500	SF		
11	Full Depth Reclamation - Cement (12" Depth)	12,553	SF		
12	Full Depth Reclamation - Cement (9" Depth)	21,277	SF		
13	Remove AC Pavement and Base	1	LS		
14	Remove Concrete Curb and Gutter	412	LF		
15	Remove Concrete Cross-Gutter	160	SF		
16	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	4,932	SF		

17	Remove Storm Drain Inlet	1	EA		
18	Salvage and Reinstall Brick Driveway	135	SF		
19	Salvage and Reinstall Bench	1	EA		
20	Adjust Manhole Cover to Grade	12	EA		
21	Adjust Valve Cover to Grade	6	EA		
22	Adjust Water Meter Box to Grade	3	EA		
23	Adjust CATV Box to Grade	1	EA		
24	Adjust Monument Cover to Grade	1	EA		
25	Adjust Catch Basin to Grade	1	EA		
26	Reconstruct Manhole Top	3	EA		
27	Reconstruct Monument	4	EA		
28	12" Storm Drain	121	LF		
29	15" Storm Drain	50	LF		
30	18" Storm Drain	326	LF		
31	Concrete Trench Backfill	1	LS		
32	Standard Catch Basin	5	EA		
33	Storm Drain Manhole	1	EA		
34	Earthwork	1	LS		
35	Class 2 Aggregate Base	1	LS		
36	4.5" HMA (1/2" Type A, No RAP in top lift)	11,200	SF		
37	4" HMA (1/2" Type A, No RAP in top lift)	34,330	SF		
38	3" HMA (1/2" Type A, No RAP)	3,150	SF		
39	2" HMA (1/2" Type A, No RAP)	31,354	SF		
40	1" HMA (3/8" Type A) (Leveling Course)	25,553	SF		
41	HMA (1/2" Type A) (Variable-Thickness Leveling Course)	1,217	SF		
42	Paving Grid (Class II with 1" Openings)	26,770	SF		
43	Shoulder Backing	3,900	SF		
44	Asphalt Dike, Type E	445	LF		
45	Raise/Restore Rolled AC Berm	750	LF		
46	Concrete Curb and Gutter	126	LF		

47	Concrete Rolled Curb and Gutter	177	LF		
48	Concrete Valley Gutter (Modified, 18" – wide)	585	LF		
49	Concrete Vertical Curb	120	LF		
50	Concrete Sidewalk	2,156	SF		
51	Concrete Curb Ramp	788	SF		
52	Detectable Warning Surface	118	SF		
53	Concrete Residential Driveway	3,092	SF		
54	Reset of Relocate Roadside Sign	7	EA		
55	Remove Roadside Sign	1	EA		
56	Pavement Markings (2-coat paint)	891	SF		
57	Detail 22 Stripe (Thermoplastic)	1,053	LF		
58	Detail 27B Stripe (Thermoplastic)	580	LF		
59	Detail 38A Stripe (Thermoplastic)	32	LF		
60	Detail 39 Stripe (Thermoplastic)	115	LF		
61	Detail 39A Stripe (Thermoplastic)	123	LF		
62	Pavement Marker, Type BB	4	EA		
63	Planter Area, Type 1	1,972	SF		
64	Traffic Signal and Lighting	1	LS		
65	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 65) (Written In Words): 					(Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
66	Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)	65,000	SF		
TOTAL ADDITIVE ALTERNATE BID (ITEM 66) (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 65).

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



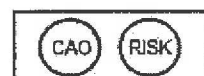
ACKNOWLEDGEMENT OF ADDENDA

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.

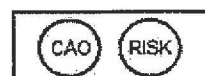
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: Citywide ADA Ramps and Street Reconstruction, Phase 6.

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

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

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

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

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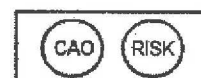


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

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

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

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



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

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

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

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

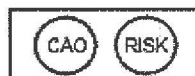
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

(Contractor Name)

By: _____
(Signature)



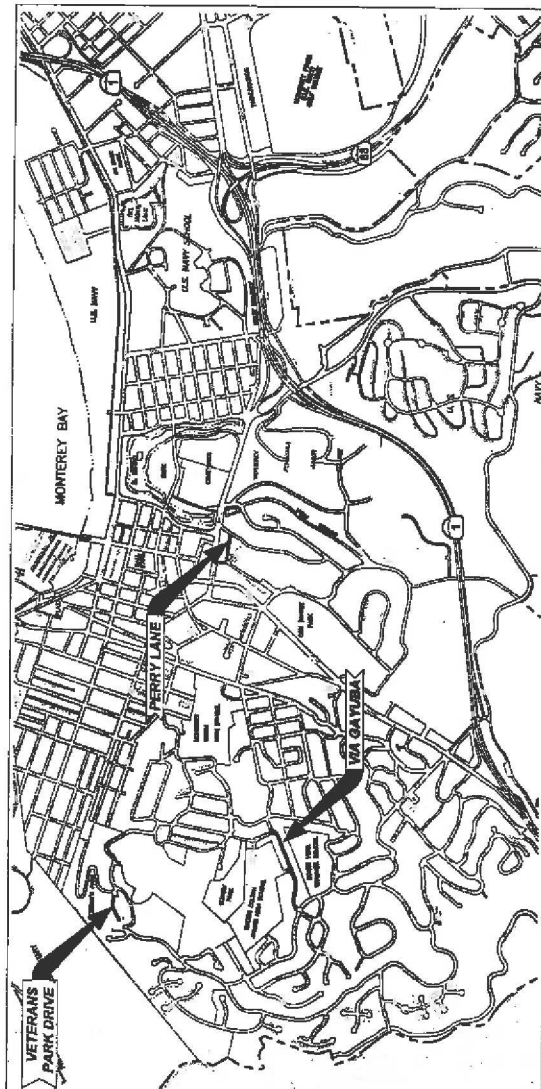
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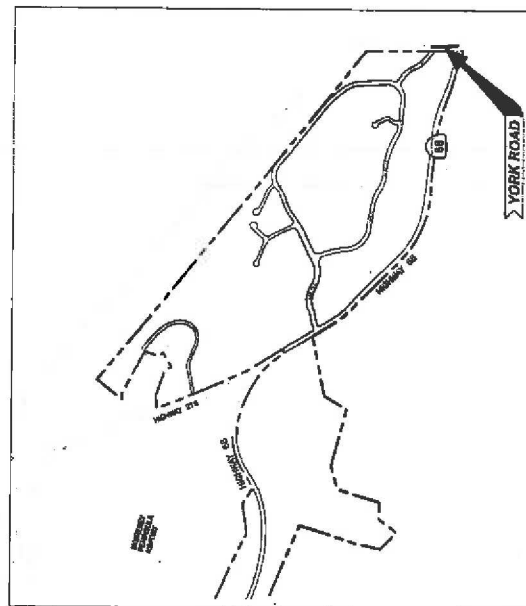
30C11342 VIA GAYUBA / WALTER COLTON DR.
35C1428 VIA GAYUBA RESURFACING
35C1553C YORK ROAD
35C1553C PERRY LANE
30C1308 VETERANS PARK ROAD

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

LINE	TYPE	DESCRIPTION	AMOUNT	DATE
1	DEBIT	VA BUDGET	100.00	01/01/01
2	CREDIT	VA BUDGET	100.00	01/01/01
3	DEBIT	VA BUDGET	100.00	01/01/01
4	CREDIT	VA BUDGET	100.00	01/01/01
5	DEBIT	VA BUDGET	100.00	01/01/01
6	CREDIT	VA BUDGET	100.00	01/01/01
7	DEBIT	VA BUDGET	100.00	01/01/01
8	CREDIT	VA BUDGET	100.00	01/01/01
9	DEBIT	VA BUDGET	100.00	01/01/01
10	CREDIT	VA BUDGET	100.00	01/01/01
11	DEBIT	VA BUDGET	100.00	01/01/01
12	CREDIT	VA BUDGET	100.00	01/01/01
13	DEBIT	VA BUDGET	100.00	01/01/01
14	CREDIT	VA BUDGET	100.00	01/01/01
15	DEBIT	VA BUDGET	100.00	01/01/01
16	CREDIT	VA BUDGET	100.00	01/01/01
17	DEBIT	VA BUDGET	100.00	01/01/01
18	CREDIT	VA BUDGET	100.00	01/01/01
19	DEBIT	VA BUDGET	100.00	01/01/01
20	CREDIT	VA BUDGET	100.00	01/01/01
21	DEBIT	VA BUDGET	100.00	01/01/01
22	CREDIT	VA BUDGET	100.00	01/01/01
23	DEBIT	VA BUDGET	100.00	01/01/01
24	CREDIT	VA BUDGET	100.00	01/01/01
25	DEBIT	VA BUDGET	100.00	01/01/01
26	CREDIT	VA BUDGET	100.00	01/01/01
27	DEBIT	VA BUDGET	100.00	01/01/01
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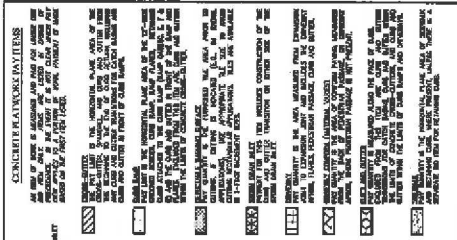
VIA GAYUBA, PERRY LANE AND VETERANS PARK DRIVE VICINITY MAP



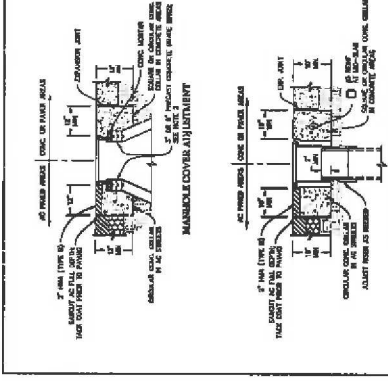
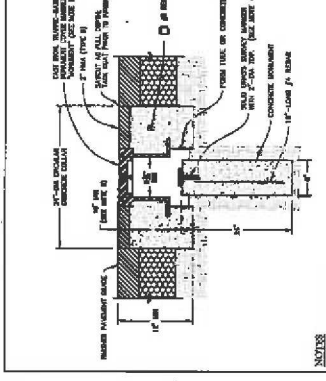
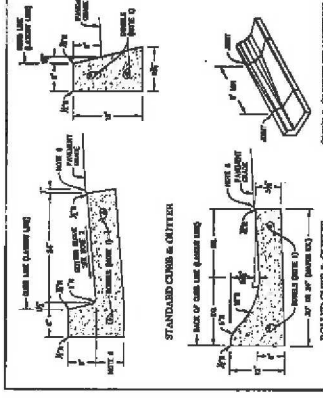
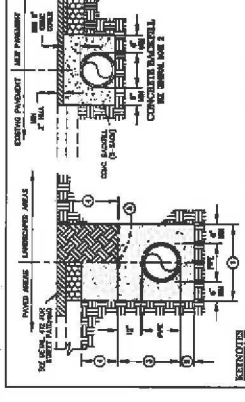
YORK ROAD VICINITY MAP



	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831-649-3621 WEBSITE: WWW.MONTEREY.ORG		 WHITSON ENGINEERS 6 Ramo Court - Monterey, CA 93940 831-649-6225 FAX 831-373-5365 Civil Engineering - Land Surveying - Project Management		PREPARED BY: _____ CHECKED BY: _____ DATE: _____	NO. _____ DATE: _____	SCALE: _____ DATE: _____	DRAWN BY: _____ CHECKED BY: _____ DATE: _____	PROJECT NO. 30011502, 30011503, 30011504 & 30011505C PHASE 6 CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 TITLE SHEET	SHEET NO. _____ TOTAL SHEETS _____ DATE: _____
	CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 TITLE SHEET									

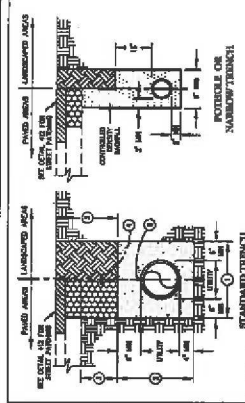
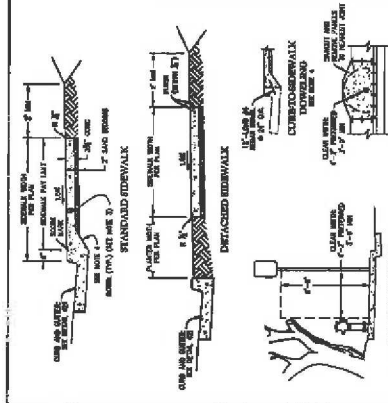


CONCRETE PLATFORM PAY LIMITS	DETAIL 020
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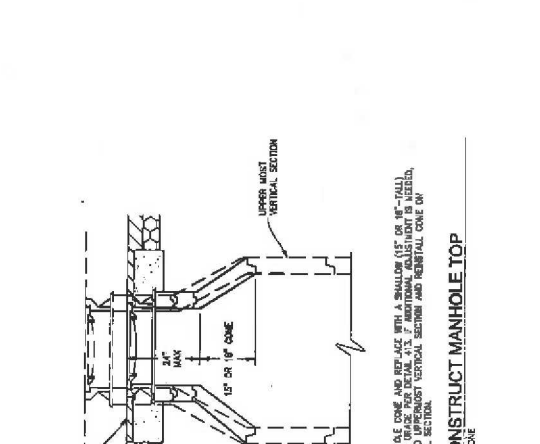
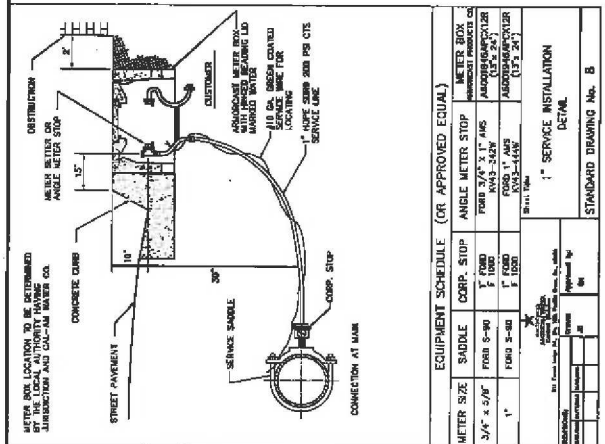
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<p>NOTES</p> <p>1. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH SECTION 05100, "CONCRETE, CAST-IN-PLACE," AND SECTION 05200, "CONCRETE, PRECAST/PREFABRICATED," OF THE SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND STRUCTURES, LATEST EDITION, AND SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND STRUCTURES, LATEST EDITION, AND SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND STRUCTURES, LATEST EDITION.</p>	<p>CONCRETE SIDEWALK</p>	<p>DETAIL</p> <p>422</p>
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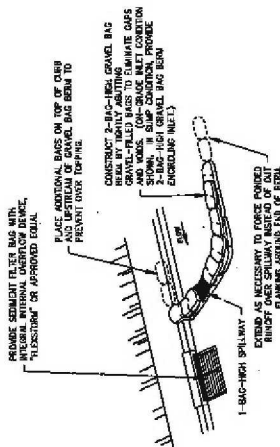


DE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 PROJECT No. 20W342, 301.30A, 35C142B & 35C1453C	SCALE 1" = 30' DATE 11/20/17 SHEET C0.5 OF 1
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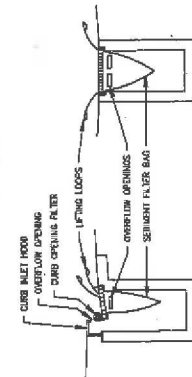
AT A MINIMUM, THE FOLLOWING SHOPS ARE REQUIRED: FURNITURE, CARPENTRY, PAINTING, ELECTRICAL, PLUMBING, AND AS NECESSARY TO THE CONSTRUCTION ACTIVITIES. VERIFY ALL OF THE BELOW MEASURES ARE COMPLETED BY THE SUBMITTER TO THE EPC COMMITTEE, AS APPLICABLE.

- [illegible]

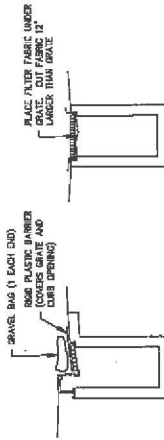
— SCALE: NONE



TYPE 3A



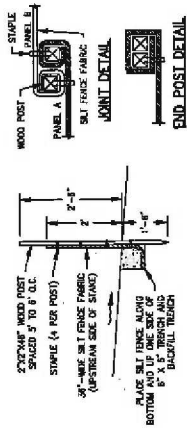
TYPE 5 (COMBINATION INLET)



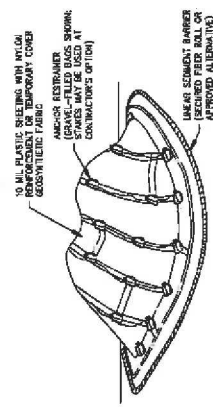
TYPE 6A (COMBINATION INLET)



STORM DRAIN INI ET PROTECTION



SE-1
TEMPORARY SILT FENCE

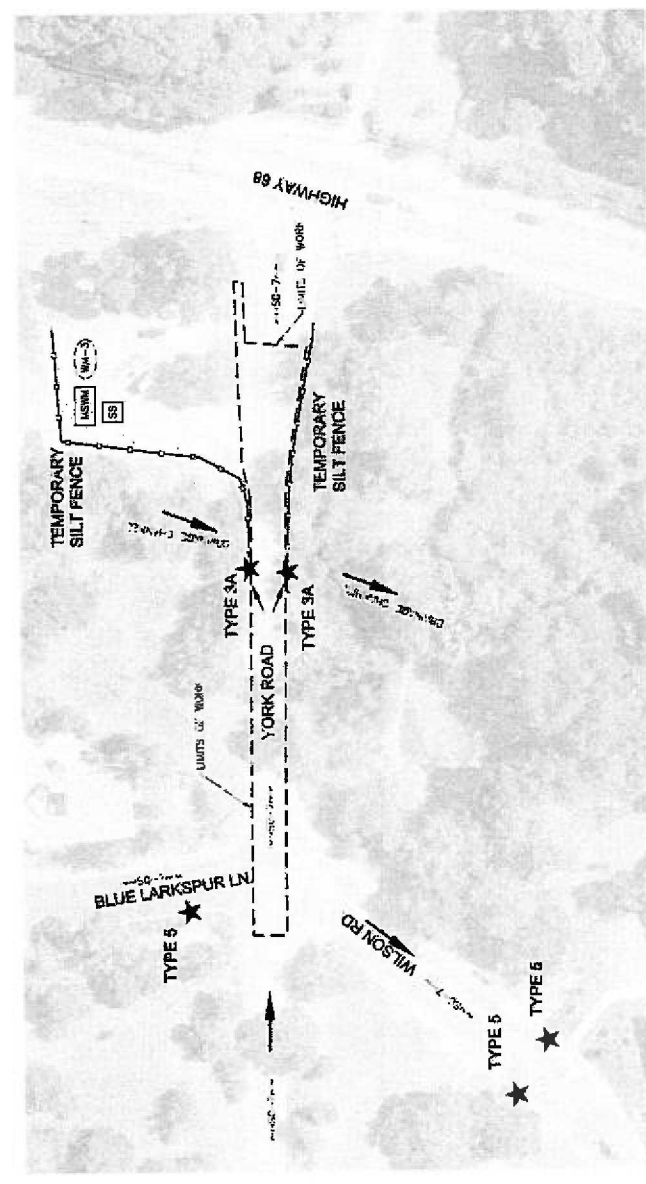


STOCKPILE MANAGEMENT

- NOTES:
1. COVER AND CONTAIN STOCKPILES AT THE END OF EACH DAY.
 2. STOCKPILES MUST REMAIN COVERED OVERNIGHT AND DURING RAIN EVENTS.
 3. DO NOT BLOCK GUTTERS WITH STOCKPILED MATERIALS. DURING THE RAINY SEASON, LOCATE STOCKPILES WHERE RUNOFF IN STREET GUTTERS WILL NOT ERODE THE STOCKPILE.
 4. DO NOT LOCATE STOCKPILES WITHIN 50 FEET UPSTREAM OF A STORM DRAIN INLET.

LEGEND	
SYMBOL	DESCRIPTION
SC-5	SILT FENCE
SC-7	STREET DRAINAGE
SC-10	INLET PROTECTION (TYPE AS NOTED)
WM-1	WATER, STOOLIE AND WASTE MANAGEMENT AREA
WM-3	TEMPORARY STOODPLES
WM-9	SANITARY FACILITIES
BS	DIRECTION OF DRAINAGE

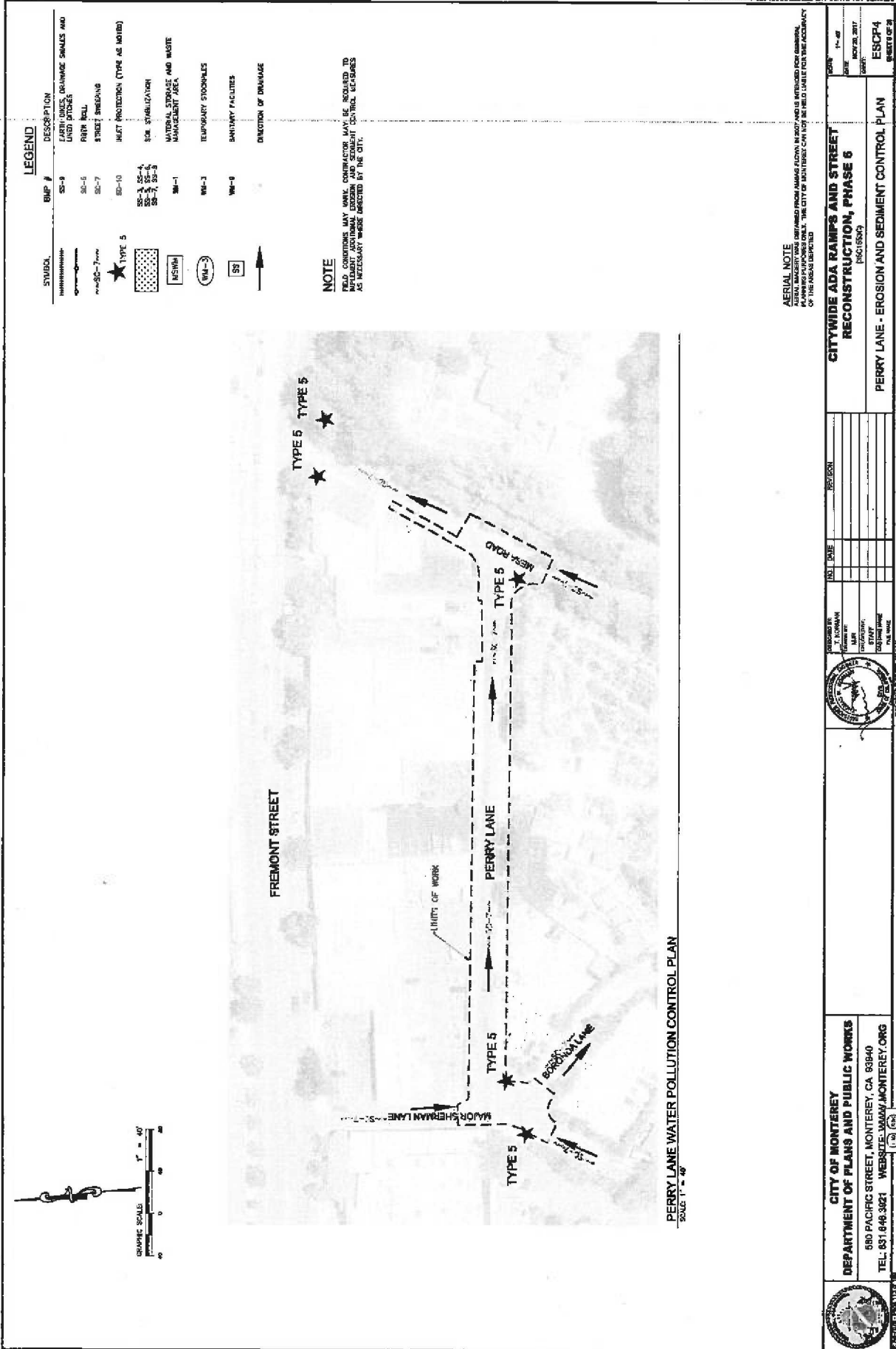
NOTE
FIELD CONDITIONS MAY VARY. CONTRACTOR MAY BE REQUIRED TO IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY WHILE DRAINING BY THE CITY.

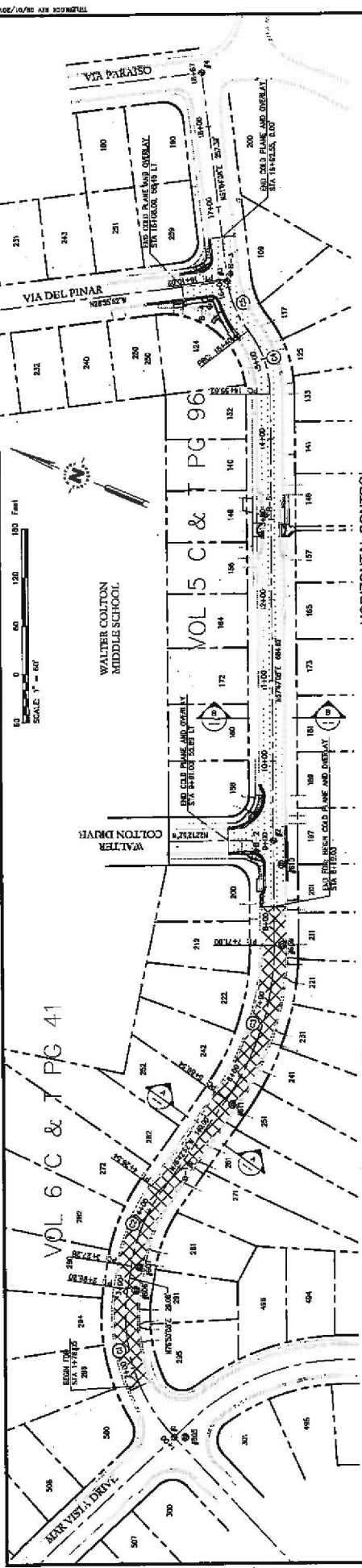


YORK ROAD WATER POLLUTION CONTROL PLAN (WILSON ROAD TO HIGHWAY 68)
SCALE: 1" = 40'

AERIAL NOTE
AERIAL PHOTOGRAPHY OBTAINED FROM AERIAL PHOTOGRAPHY AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY. THE CITY OF MONTEREY CAN NOT BE HELD LIABLE FOR THE ACCURACY OF THE ABOVE DEPICTED.

	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG		PROJECT: 15-00000 SHEET: 15-00000 DATE: 06/25/2013 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]	PROJECT: 15-00000 SHEET: 15-00000 DATE: 06/25/2013 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]	CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6 (SHEET 15-00000)	SCALE: 1" = 40' DATE: 06/25/2013 SHEET: 15-00000
			YORK ROAD - EROSION AND SEDIMENT CONTROL PLAN		ESCP3 SHEET 8 OF 28	





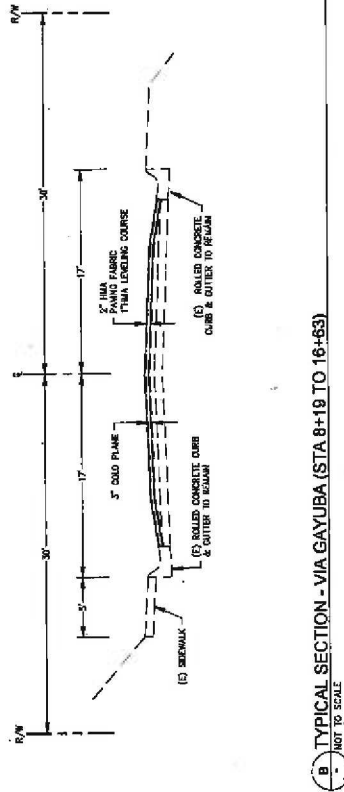
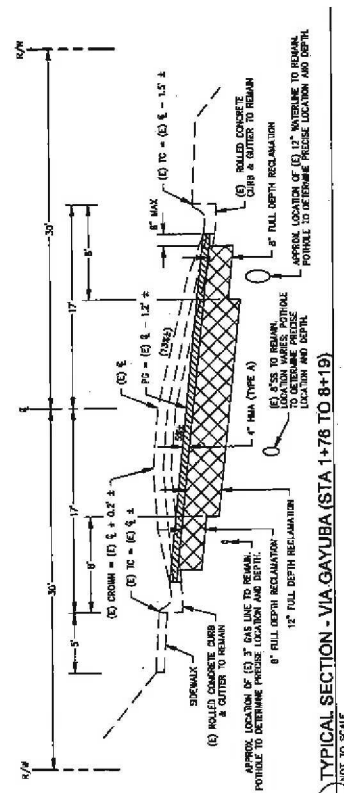
CURVE	DELTA	RADIUS	LENGTH
C1	51°48'10"	219.16	149.25
C2	28°27'00"	215.00	146.25
C3	35°30'08"	330.00	204.47
C4	37°23'06"	130.00	84.82
C5	30°40'00"	130.00	49.58

[illegible]

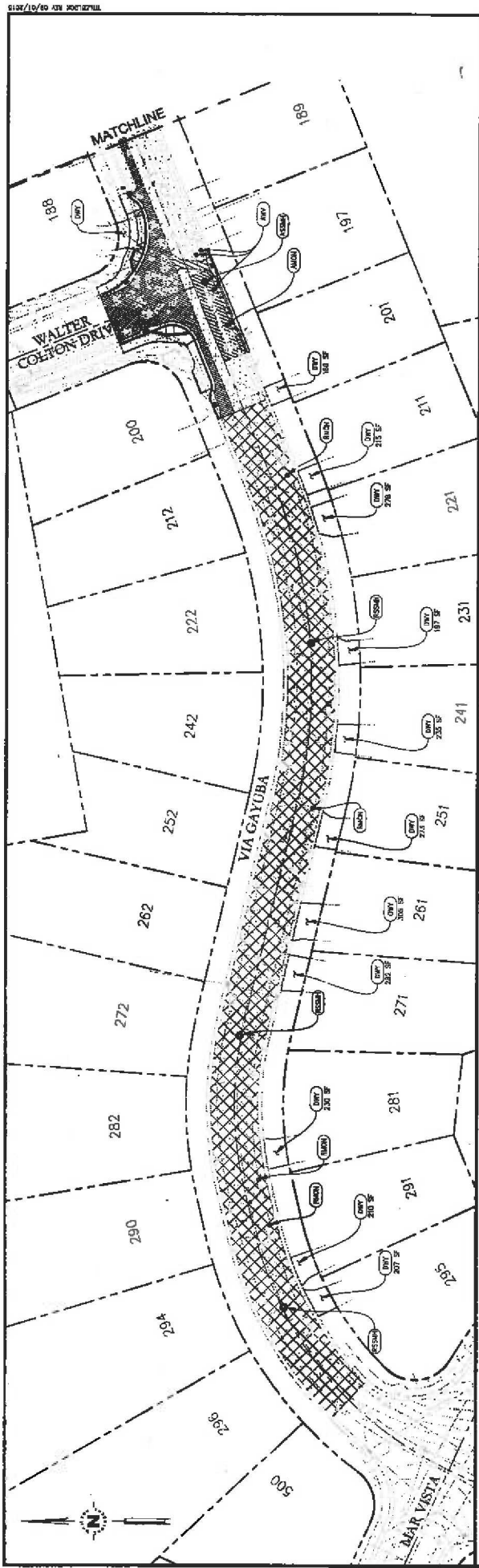
LOCATION	STA	AC	AB	R-VALUE
B-1	4+75	4'	4 1/2'	11
B-2	4+80	5'	3 3/4'	63
B-3	16+15	25'	3 3/4'	65
B-4	15+85	2'	2 3/4'	
B-5	13+05	25'	4 1/2'	

HORIZONTAL CONTROL

BENCHMARK



	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.846.3921 WEBSITE: WWW.MONTEREY.ORG	 WHITSON ENGINEERS 6 Harris Court • Monterey, CA 93940 831.846.3223 • Fax 831.973-5065 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT		PROJECT NO. 30N1342, 35C1428 & 35C1559C PHASE 6 30N1342 & 35C1428 VIA GAYLUBA OVERALL PLAN AND SURVEY CONTROL	SHEET NO. 1 OF 25 C1.0 DATE: 11/02/17 DRAWN:
	CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION,	PROJECT NO. 30N1342, 35C1559, 35C1428 & 35C1559C PHASE 6 30N1342 & 35C1428 VIA GAYLUBA OVERALL PLAN AND SURVEY CONTROL	SHEET NO. 1 OF 25 C1.0 DATE: 11/02/17 DRAWN:		



KEYNOTES:

ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/003. NOTIFY ENGINEER AT LEAST 72 HOURS PRIOR TO WORK. CITY SANITARIUM WILL BE OUT MONUMENT AND FILE CORNER RECORD (N/C).

RECONSTRUCT MONUMENT PER DETAIL 106/003. NOTIFY ENGINEER AT LEAST 72 HOURS PRIOR TO WORK. CITY SANITARIUM WILL BE OUT MONUMENT AND FILE CORNER RECORD (N/C).

ADJUST ELECTRIC (110V) MANHOLE COVER TO GRADE PER DETAIL 413/003.

ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/003.

ADJUST SANITARY SEWER MANHOLE COVER TO GRADE PER DETAIL 413/003.

RECONSTRUCT SANITARY SEWER MANHOLE TOP PER DETAIL 1/005.

ADJUST WATER VALVE COVER TO GRADE PER DETAIL 413/003.

REMOVE, REPAIR, AND RECONSTRUCT DRIVEWAY PER DETAILS 431 & 431A/004.

ADJUST WATER METER COVER TO GRADE PER DETAIL 0/009.

LEGEND

FULL DEPTH RECONSTRUCTION (SECTION A / C1.0)

COLD PLANE AND HMA OVERLAY (SECTION B / C1.0)

REMOVE TO 42 AND 48, AND CONSTRUCT NEW PAVEMENT; SEE SHEETS C1.1, C1.2, C1.3

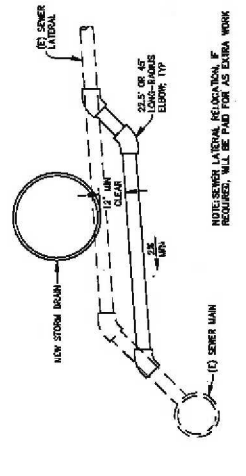
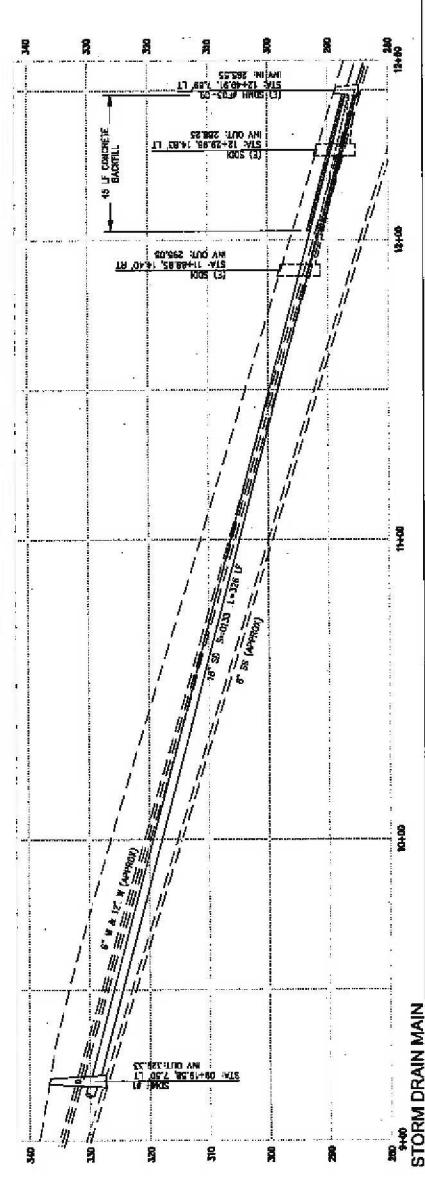
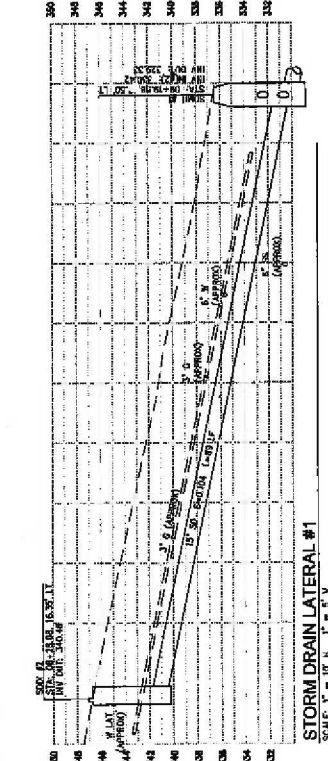
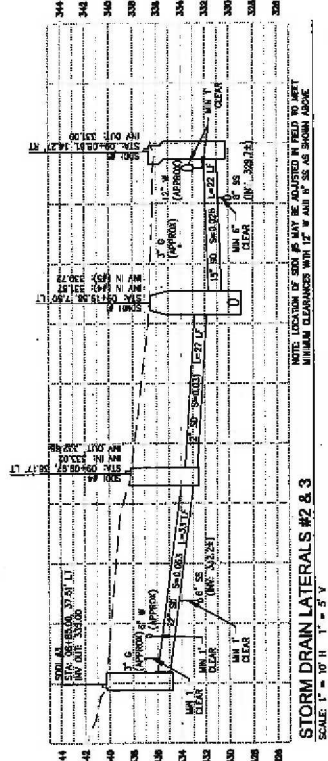
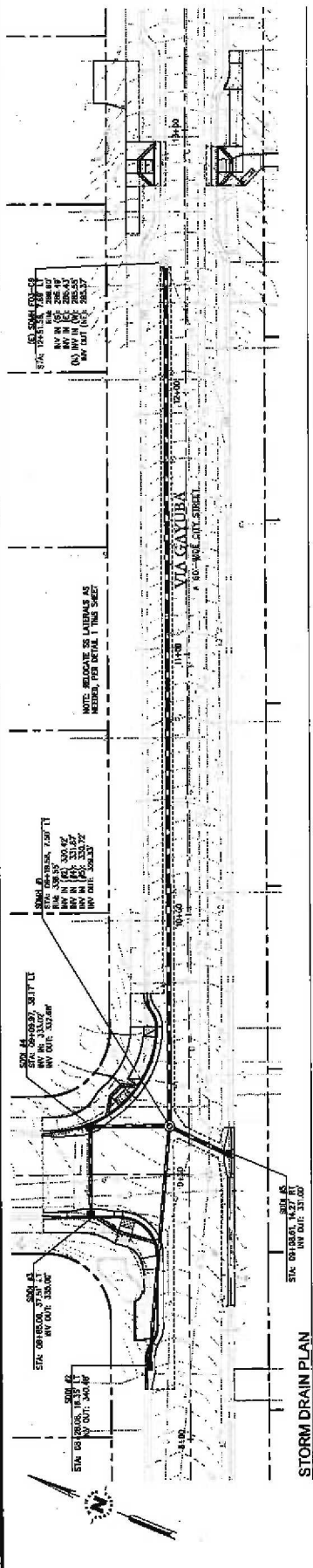
COLD PLANE AND VARIABLE DEPTH HMA OVERLAY; SEE SHEETS C1.2 AND C1.3

SEWER LINE

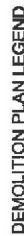
GROUND LINE



		CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.846.3921 WEBSITE: WWW.MONTEREY.ORG				WHITSON ENGINEERS 8 Hards Court • Monterey, CA 93940 831.846.8233 • Fax 831.373.2048 CIVIL ENGINEERING LAND SURVEYING - PROJECT MANAGEMENT		DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: As Shown		PROJECT NO. 30N1342 & 35C142B 30N1342 & 35C142B VIA GAYUBA OVERALL PAVING AND UTILITY ADJUSTMENTS		SHEET 11 OF 25 C1.1	
CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6 PROJECT NO. 30N1342, SECTION 35C142B & 35C150C													



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3821 WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 6 Harris Court • Monterey, CA 93940 831.648.4225 • Fax 831.373.5055 CIVIL ENGINEERING LAND SURVEYING PROJECT MANAGEMENT		PROJECT NO. 35C1428 & 35C1429 35C1428 VIA GAYUBA STORM DRAIN PROFILES		DATE: 11/08/17 DRAWN BY: C12 CHECKED BY: C12 SCALE: AS NOTED
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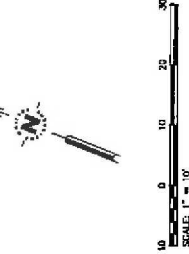
	DEMOL AND DISPOSAL OF ASPHALT CONCRETE AND BASE COURSE
	DEMOL AND DISPOSAL OF CONCRETE



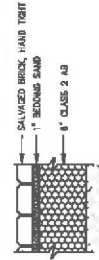
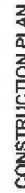
5

PROTECT TREE TO REMAIN

PROTECT TREE TO REMAIN



1. SURFACE AND FINISH BRIDGE DECKWAY PER SHEET 1.1 THIS SHEET	11. EXISTING STRUT LIGHT TO REMAIN, SEE SHEET 12.1
2. ADJUST MANHOLE COVER TO GRADE PER DETAIL 415/30.3	12. COLD PLAIN AND HMA OVERLAY WITH PAVING COURSE PER DETAIL 415/30.3
3. PAVEMENT AREA, SEE SPECIFICATIONS	13. EXISTING PAVING COURSE PER DETAIL 415/30.3
4. CONCRETE SUBGRADE PER DETAIL 422/30.3	14. 18" MIN. RATIONALLY SLOTTED
5. 4" V.C. GIRTS AND GUTTER PER DETAIL 415/30.3	15. RATIONAL RAIN, SEE SHEET 61.3, TRENCH CONNECTING TO DETAIL 412/30.3
6. SURFACE AND ROSTRAL BENCH USING 12" DIAMETER X 30" DEEP CONCRETE FOOTINGS	16. PATCHING PER DETAIL 102/30.4
7. ADJUST WATER DRAIN COVER TO GRADE PER DETAIL 415/30.3	17. 24" WIDE, 3.5' DEEP HMA AS RECONSTRUCTED PER DETAIL 415/30.3
8. 18" DIA. 12' LONG 12" DIA. 12' HMA DRAIN (6' TOTAL HMA BEHIND)	18. 18" DEEP HMA DRAIN WITH 12" STANDARD PLAN ARMS AND DETAIL 422/30.4
9. RESET SIGN POST IN DETAIL 501/30.4	19. PREDRILLING PUNCH BUTTOL, SEE SHEET 12.1
10. ADJUST PULL BOX TO GRADE, SEE SHEET 12.1	20. TYPE 1A POLY. SEE DETAIL 12.1



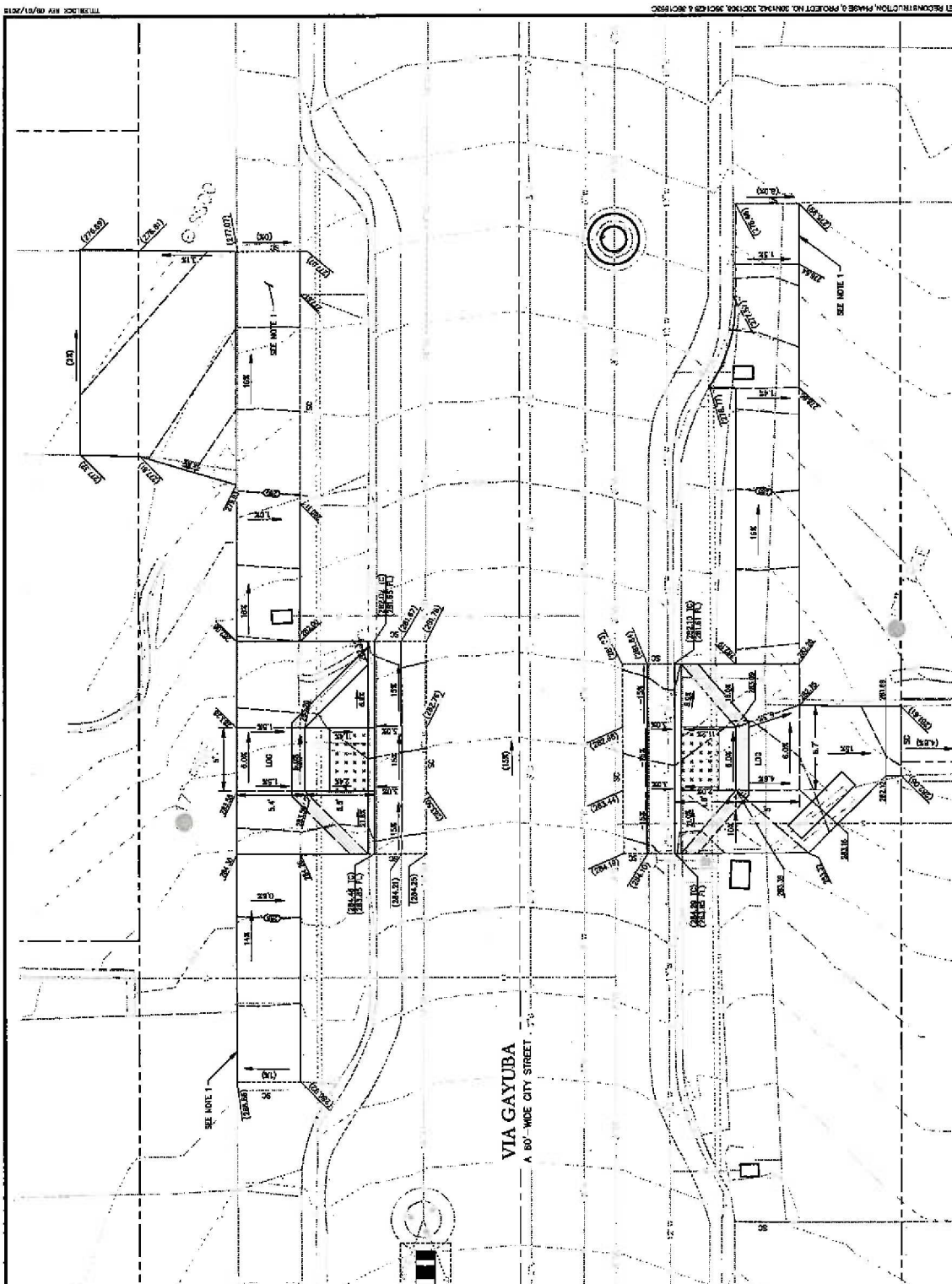
BRICK DRIVEWAY



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				DRAWN BY: _____ DATE: _____		REVISION: _____ DATE: _____	

NOTE:

1. TRANSITION FROM 1:5% CROSS-SLOPE TO EXISTING SIDEWALK CROSS-SLOPE ONCE FINAL SIDEWALK PANEL (5' TO 5') RAMP HAS BEEN SUBMITTED FOR REVIEW.
2. RUNNING SLOPE, PUMP CROSS-SLOPE, LANDING SLOPE, AND WIND SLOPE. SEE DESIGN EXCEPTIONS 20 AND 25.



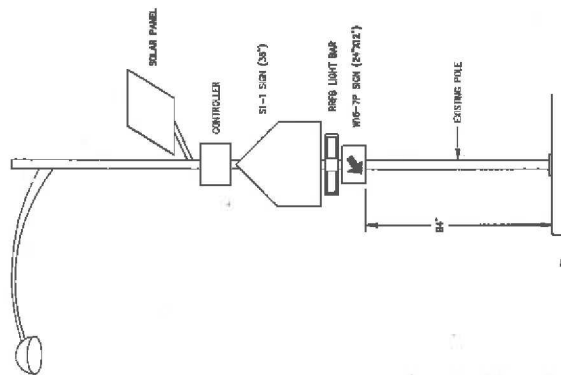
 <p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG</p>	 <p>WHITSON ENGINEERS 6 Harris Court • Monterey, CA 93940 831.646-5225 • Fax 831.373-5065 CIVIL ENGINEERING LAND SURVEYING PROJECT MANAGEMENT</p>	<p>CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 PROJECT No. 30W1942, 30C1508, 30C1428 & 30C1650 35C1428 VIA GAYUBA AT MID-BLOCK CROSSWALK DETAILED GRADING PLAN</p>	<p>NO. DATE</p>	<p>REVISION</p>	<p>SCALE: 1/4" = 1'-0"</p>
			<p>DATE: 11/09/07</p>	<p>PROJECT: 30W1942, 30C1508, 30C1428 & 30C1650</p>	<p>DATE: 11/09/07</p>

GENERAL NOTES

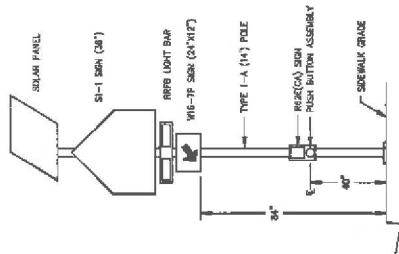
1. TRAFFIC SIGNAL AND LIGHTING SYSTEMS SHALL CONFORM TO THE 2015 CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, THESE PLANS AND THE SPECIAL PROVISIONS.
2. VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES BEFORE EXCAVATION BEGINS. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS. CALL ALL UNDERGROUND UTILITIES BEFORE EXCAVATION. CALL ALL UTILITIES BEFORE CONSTRUCTIVE POLE INSTALLATIONS WITH OVERHEAD UTILITIES AND SUBSTRUCTURE OWNERS.
3. OBTAIN ENGINEER'S APPROVAL OF EXACT LOCATIONS OF POLES, CABINETS, EQUIPMENT, AND SIGNING PRIOR TO INSTALLMENT.

CONSTRUCTION NOTES

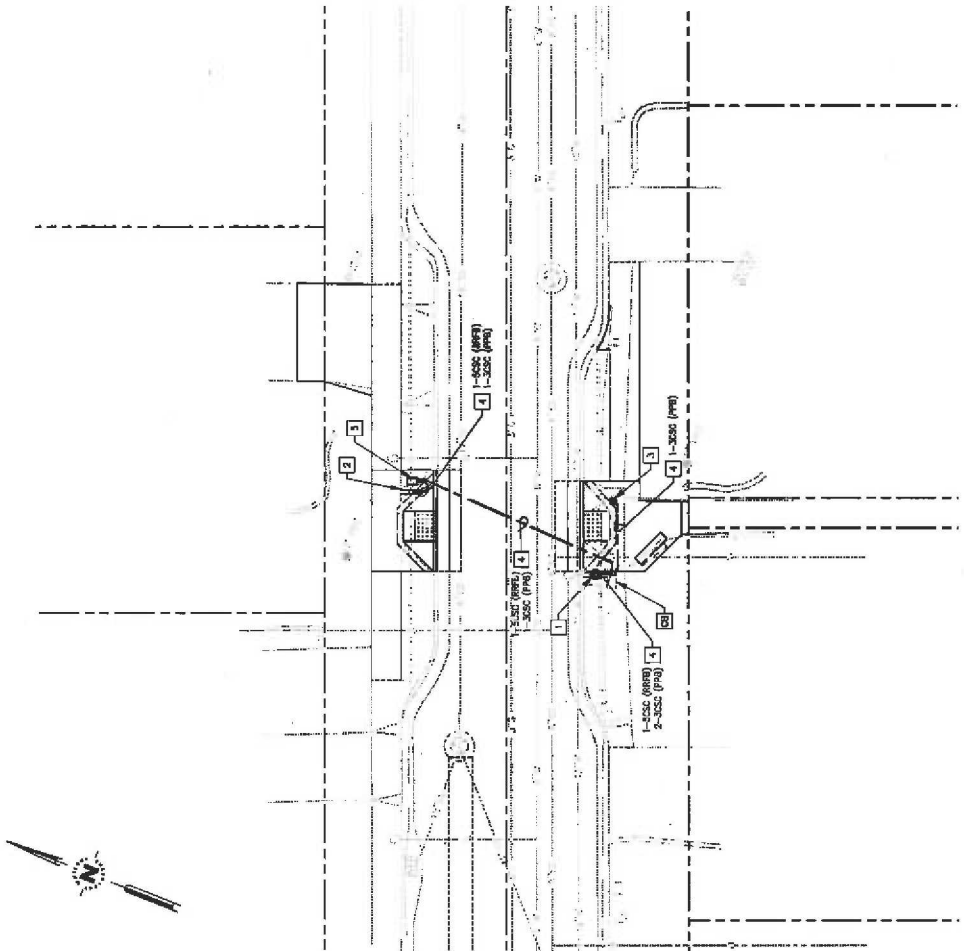
1. INSTALL CARBANA P850 RFRB ASSEMBLY OR PRE-APPROVED EQUAL, INCLUDING CONTROLLER WITH BATTERIES AND MOUNTING BRACKET, CONTROLLER WITH BATTERIES, AND 51-1, W16-7P SIGNAL, CROSSING SIGN WITH STRAPS AND SINGLE BRACKETS ON BOTH SIDES OF EXISTING STREET LIGHT POLE PER DETAIL 1 HEREIN.
2. METAL INSTALL CARBANA P850 RFRB ASSEMBLY INCLUDING POLY-MOUNT SOLAR PANEL, DUAL LIGHT BARS WITH BIDIRECTIONAL CONFIGURATION, 51-1 SIGNAL, CROSSING SIGN WITH STRAPS AND SINGLE BRACKETS ON BOTH SIDES OF POLE AND YELLOW POLARIS PRESTRIAN PUSH BUTTON ASSEMBLY ON WEST SIDE OF POLE WITH YELLOW POLARIS BALLGOS IN PLUMB POSITION AND PRESTRIAN PUSH BUTTON SIGN PER DETAIL 2 HEREIN.
3. INSTALL PRESTRIAN PUSH BUTTON POST AND POLARIS SIGN PER STANDARD DETAIL 2 HEREIN. PRESTRIAN PUSH BUTTON POST SHALL BE 10' HIGH. PRESTRIAN PUSH BUTTON ASSEMBLY WITH YELLOW POLARIS BALLGOS IN PLUMB POSITION AND PRESTRIAN PUSH BUTTON SIGN ON WEST SIDE OF PPS PER STANDARD DETAIL 2 HEREIN.
4. INSTALL 2" CONDUIT, RIGID, EXTERIOR, LISTED, LISTING, RUL, SIX WAY, WITH CONDUITS AS INDICATED. CONDUITS SHALL BE CONTINUOUS, WITHOUT SPLICES FROM THE CONTROLLER TO THE POLE.
5. INSTALL #8 PULL BOX WITH CONCRETE UBO, LABELED: "TRAFFIC SIGNAL"



1 RFRB MOUNTING ON EXISTING LIGHT POLE
NOT TO SCALE



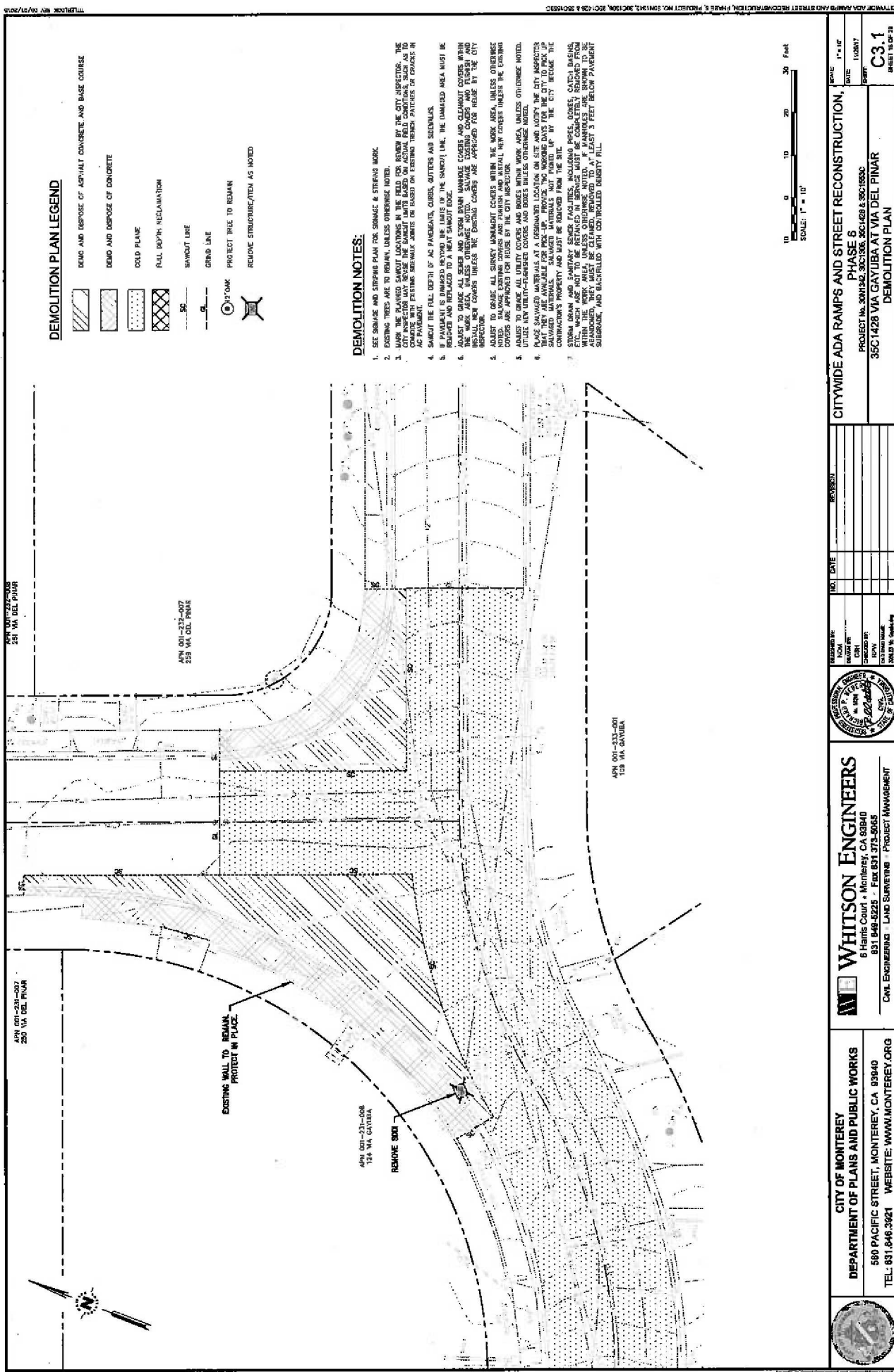
2 RFRB MOUNTING ON TYPE 1-A POLE
NOT TO SCALE



SCALE: 1" = 10'
0 10 20 30 Feet

	CITY OF MONTEREY		DATE	REVISION
	DEPARTMENT OF PLANS AND PUBLIC WORKS		DATE	REVISION
	580 PACIFIC STREET, MONTEREY, CA 93940		DATE	REVISION
TEL: 831.846.3921 WEBSITE: WWW.MONTEREY.ORG		PROJECT NO. 35C1428 & 35C1429 & 35C1430		
		35C1428 VIA GAYUBA AT MID-BLOCK CROSSWALK		
		TRAFFIC SIGNAL PLAN		
		SHEET 13 OF 20		

SCALE: 1" = 10'
 DATE: 11/02/17
 SHEET: E2.1
 PROJECT NO. 35C1428 & 35C1429 & 35C1430
 35C1428 VIA GAYUBA AT MID-BLOCK CROSSWALK
 TRAFFIC SIGNAL PLAN
 SHEET 13 OF 20



DEMOLITION PLAN LEGEND

- DEM AND DISPOSE OF ASPHALT CONCRETE AND BASE COURSE
- DEM AND DISPOSE OF CONCRETE
- COLD PLANE
- FULL DEPTH RECLAMATION
- SAWOUT LINE
- CORING LINE
- PROTECT TREE TO REMAIN
- REMOVE STRUCTURE/ITEM AS NOTED

DEMOLITION NOTES:

1. SET SIGNAGE AND STIPES PLAN FOR SIGNAGE & STRENGTH MARK.
2. EXISTING TREES ARE TO REMAIN, UNLESS OTHERWISE NOTED.
3. MARK THE PLANNED SAWOUT LOCATIONS IN THE FIELD FOR REVIEW BY THE CITY INSPECTOR. THE CITY INSPECTOR WILL REVIEW THE SAWOUT LOCATIONS AND APPROVE THE SAWOUT PATTERNS ON DRAWING IN CONJUNCTION WITH EXISTING SIGNAGE. MARKS ON EXISTING TREES SHALL BE BASED ON EXISTING TREES PATTERNS ON DRAWING IN CONJUNCTION WITH EXISTING SIGNAGE.
4. SAWOUT THE FULL DEPTH OF AC PAVEMENT, CURBS, GUTTERS AND SIDEWALKS.
5. IF PAVEMENT IS DAMAGED BEYOND THE LIMITS OF THE SAWOUT LINE, THE DAMAGED AREA MUST BE REPAVED TO ORIGINAL CONDITION.
6. ADJUST TO GRADE ALL EXISTING AND EXPOSED BRUSH, MANHOLE COVERS AND CULVERT COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SAWAGE EXISTING COVERS AND TUBS AND TUBS AND TUBS COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE CITY INSPECTOR.
7. ADJUST TO GRADE ALL EXISTING MANHOLE COVERS WITHIN THE WORK AREA, UNLESS OTHERWISE NOTED. SAWAGE EXISTING COVERS AND TUBS AND TUBS COVERS UNLESS THE EXISTING COVERS ARE APPROVED FOR REUSE BY THE CITY INSPECTOR.
8. PLACE SAWAGE MATERIALS AT A DESIGNATED LOCATION ON SITE AND NOTIFY THE CITY INSPECTOR THAT THEY ARE AVAILABLE FOR PICK-UP. PROVIDE TWO WORKING DAYS FOR THE CITY TO PICK UP MATERIALS. MATERIALS NOT PICKED UP BY THE CITY WILL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S PROPERTY AND MUST BE REMOVED FROM THE SITE.
9. STORM DRAIN AND SANITARY SEWER FACILITIES, INCLUDING PIPES, GUTTERS, CATCH BASINS, ETC., WHICH ARE NOT TO BE RESTORED IN SERVICE MUST BE COMPLETELY REMOVED FROM THE SITE. MATERIALS NOT PICKED UP BY THE CITY WILL BE REMOVED FROM THE SITE AT THE CONTRACTOR'S PROPERTY AND MUST BE REMOVED FROM THE SITE.
10. SUBGRADE, AND BACKFILL WITH CONTROLLED DENSITY FILL.



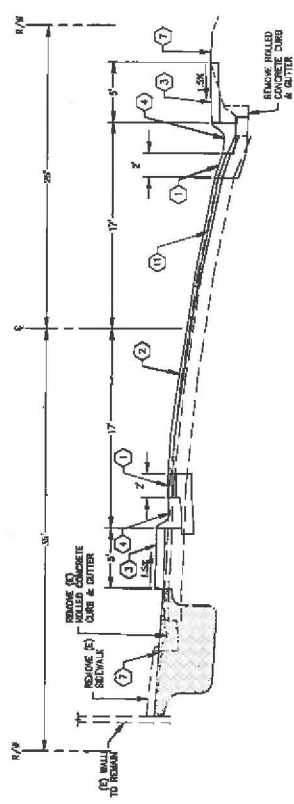
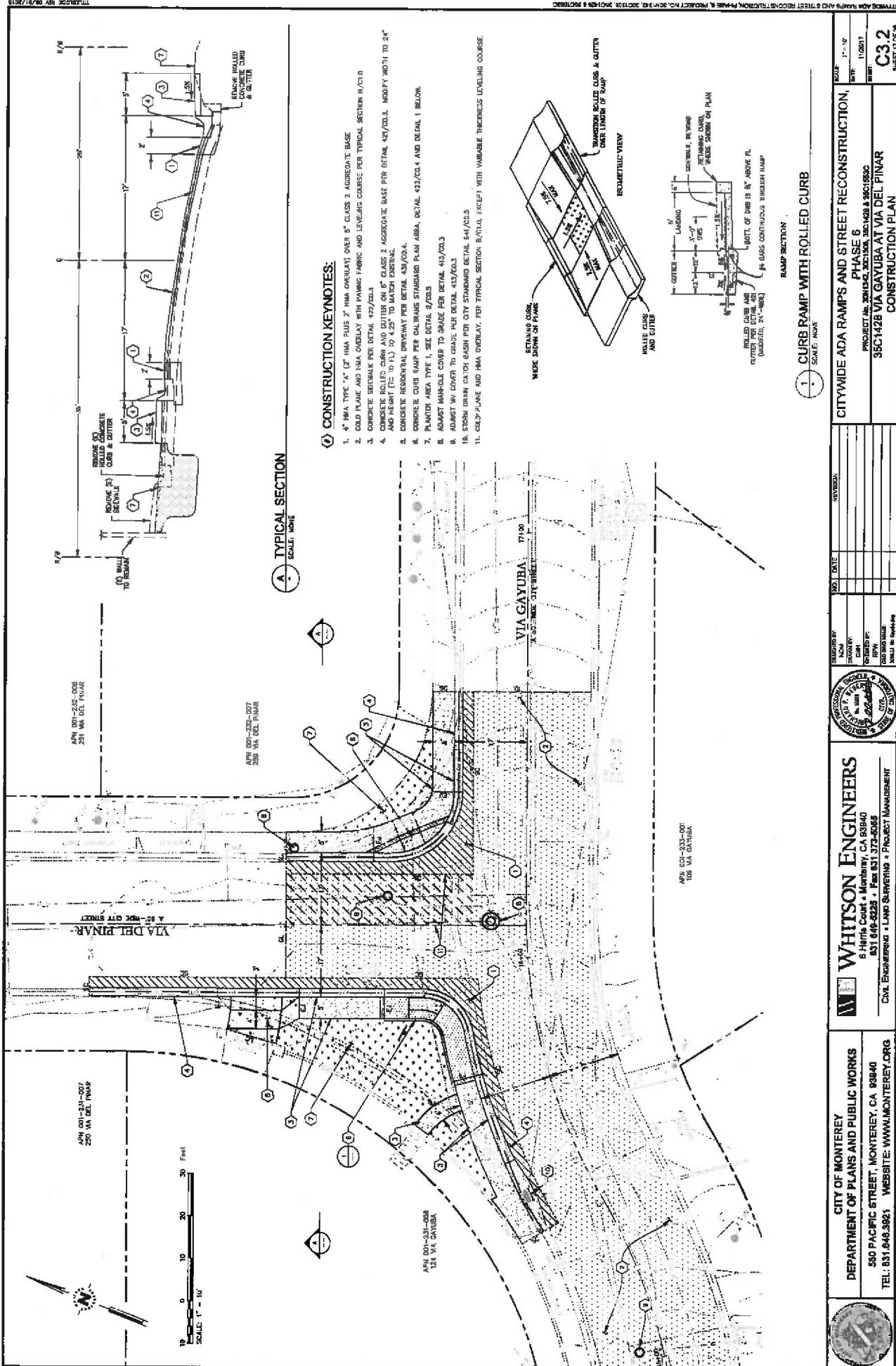
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
590 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG



WHITSON ENGINEERS
8 Harts Court • Monterey, CA 93940
831.648.5225 • Fax 831.373.5065
CIVIL ENGINEERING LAND SURVEYING PROJECT MANAGEMENT

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6
PROJECT NO. 30N1942, 30C1906, 30C1428 & 30C1903C
35C1428 VIA GAYUBA AT VIA DEL PINAR
DEMOLITION PLAN

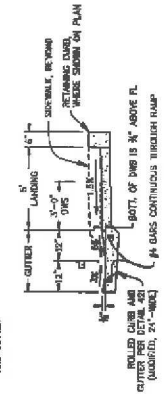
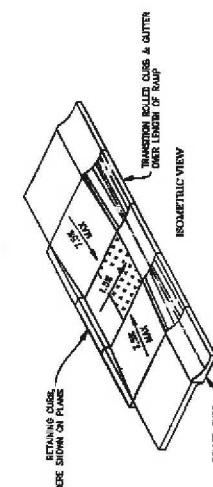
DATE: 1/10/2017
DRAWN: C3.1
SCALE: 1" = 10'



TYPICAL SECTION
SCALE: 1" = 10'

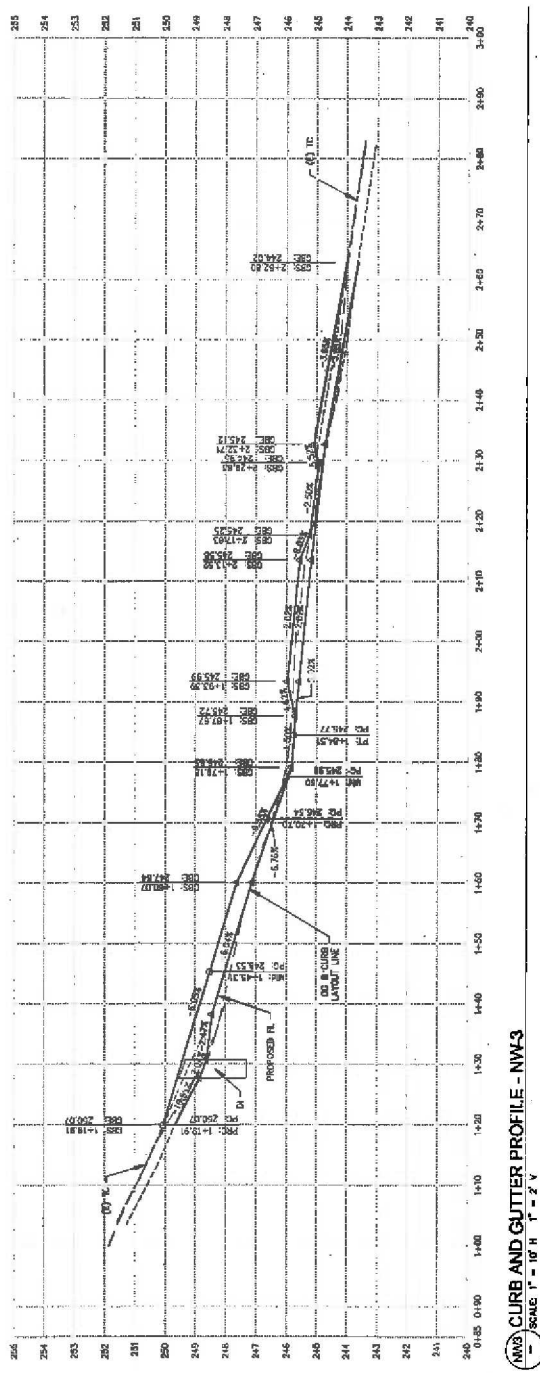
CONSTRUCTION KEYNOTES:

1. 4" HMA TYPE "A" (2" HMA PLUS 2" HMA OVERLAY) OVER 8" CLASS 2 AGGREGATE BASE
2. COLD PLANE AND HMA OVERLAY WITH PAVING FABRIC AND LEVELING COURSE PER TYPICAL SECTION B/C/D
3. CONCRETE SLOTTABLE PER DETAIL 422/C/D/3
4. CONCRETE ROLLED CURB AND GUTTER ON 8" CLASS 2 AGGREGATE BASE PER DETAIL 421/C/D/3. MODIFY WIDTH TO 24" AND ADJUST 1/4" COVER TO GRADE PER DETAIL 421/C/D/3
5. CONCRETE RESIDUAL IMPERMEANT PER DETAIL 421/C/D/3
6. CONCRETE CURB RAMP PER DETAIL 422/C/D/4 AND DETAIL 1 BELOW
7. PLANTER AREA TYPE 1, SEE DETAIL 2/C/D/3
8. ADJUST 1/4" COVER TO GRADE PER DETAIL 421/C/D/3
9. ADJUST 1/4" COVER TO GRADE PER CITY STANDARD DETAIL 44/C/D/5
10. STORM DRAIN CATCH BASIN PER CITY STANDARD DETAIL 44/C/D/5
11. COLD PLANE AND HMA OVERLAY, PER TYPICAL SECTION B/C/D, EXCEPT WITH VARIABLE THICKNESS LEVELING COURSE

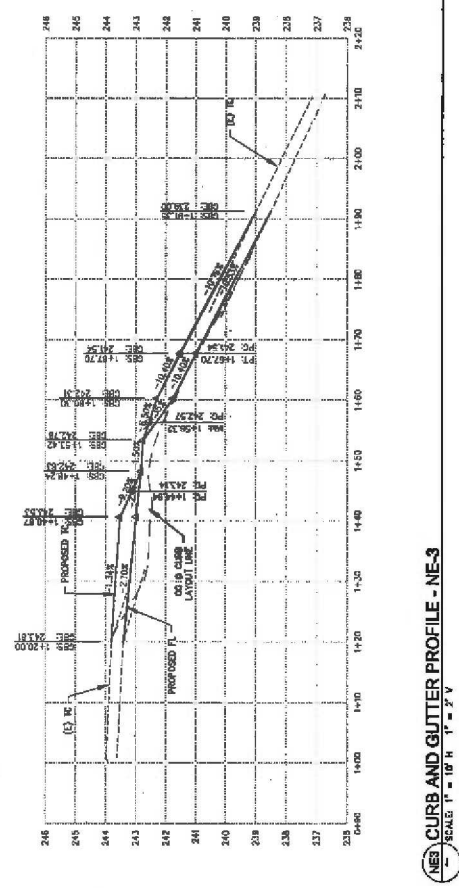


RAMP SECTION
SCALE: 1" = 10'

	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 550 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 6 Harris Court • Monterey, CA 93940 831.646.8225 • Fax 831.373.5095 Civil Engineering • Land Surveying • Project Management	PROJECT NO. 2015-02, 2015-03, 2015-04 & 2015-05 35C1428 VIA GAYUBA AT VIA DEL PINAR CONSTRUCTION PLAN	DATE: 11/09/17 DRAWN BY: C3.2 SHEET 1 OF 2
	CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6 C3.2				



NW-3
CURB AND GUTTER PROFILE - NW-3
SCALE: 1" = 10' H, 1" = 2' V



NE-3
CURB AND GUTTER PROFILE - NE-3
SCALE: 1" = 10' H, 1" = 2' V

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
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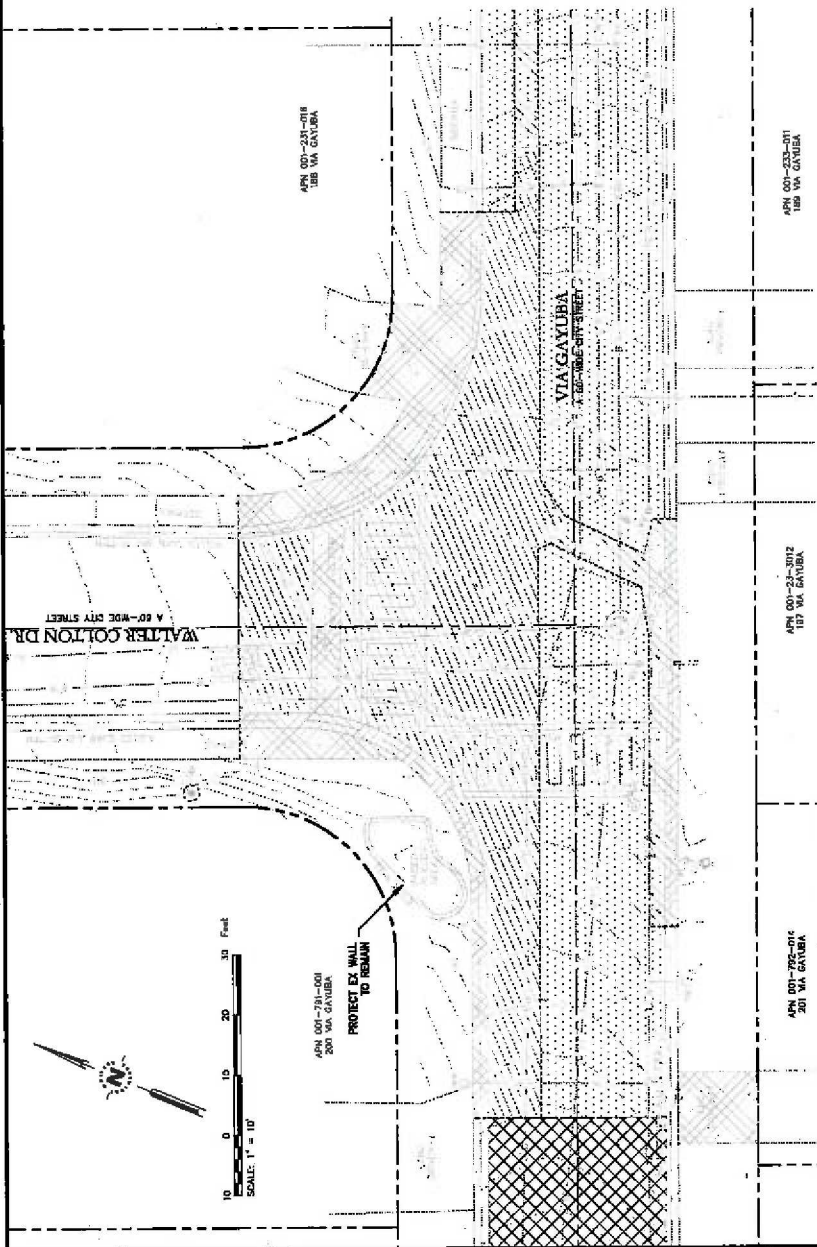
WHITSON ENGINEERS
61414 Coast Highway, CA 93940
831.646.4238 FAX 831.773-5066
Civil Engineering & Land Surveying - Project Management

CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6
PROJECT No. SWP042, SEC 1302, SEC 1303 & SEC 1304
350142B VIA GAYUBA AT VIA DEL PINAR
CURB AND GUTTER PROFILES





C3.4
SHEET 16 OF 26

DATE: 11/07/17
BY: 11/07/17

REVISION: 11/07/17



DEMOLITION PLAN LEGEND

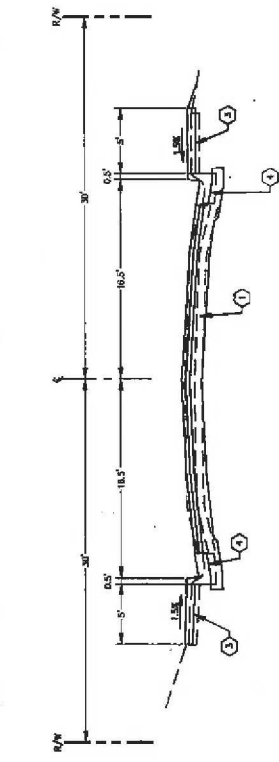
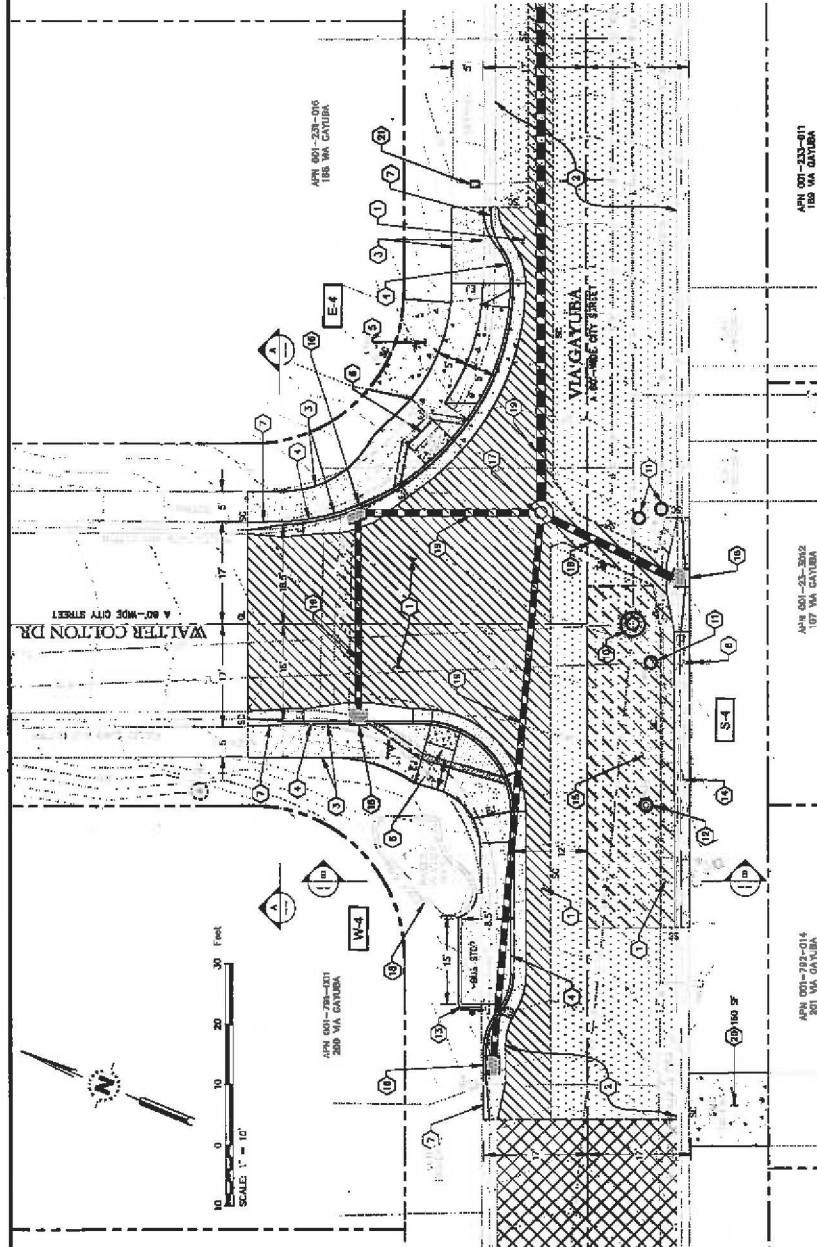
- | | | | |
|---|---|---|---|
|  |  |  |  |
| REMOVE AND DISPOSE OF ASPHALT CONCRETE AND BASE COURSE | DEMO AND DISPOSE OF CONCRETE | COLD PLANE | PULL DEPTH RE-CLAMATION |
| | | | SANCTUARY LINE |
| | | | GRIND LINE |
| | | | PROTECT TREE TO REMAIN |
| | | | REMOVE STRUCTURE/ITEM AS NOTED |

DEMOLITION NOTES:

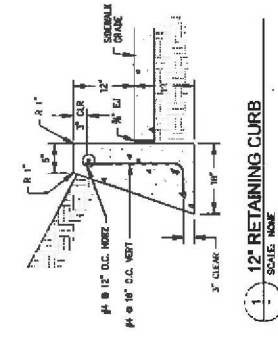
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NOTE: SEE C1.1 FOR RECONSTRUCTION OF OFFHWAYS AT 211-285 VIA GAYUBA

[illegible]



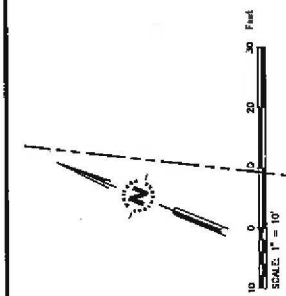
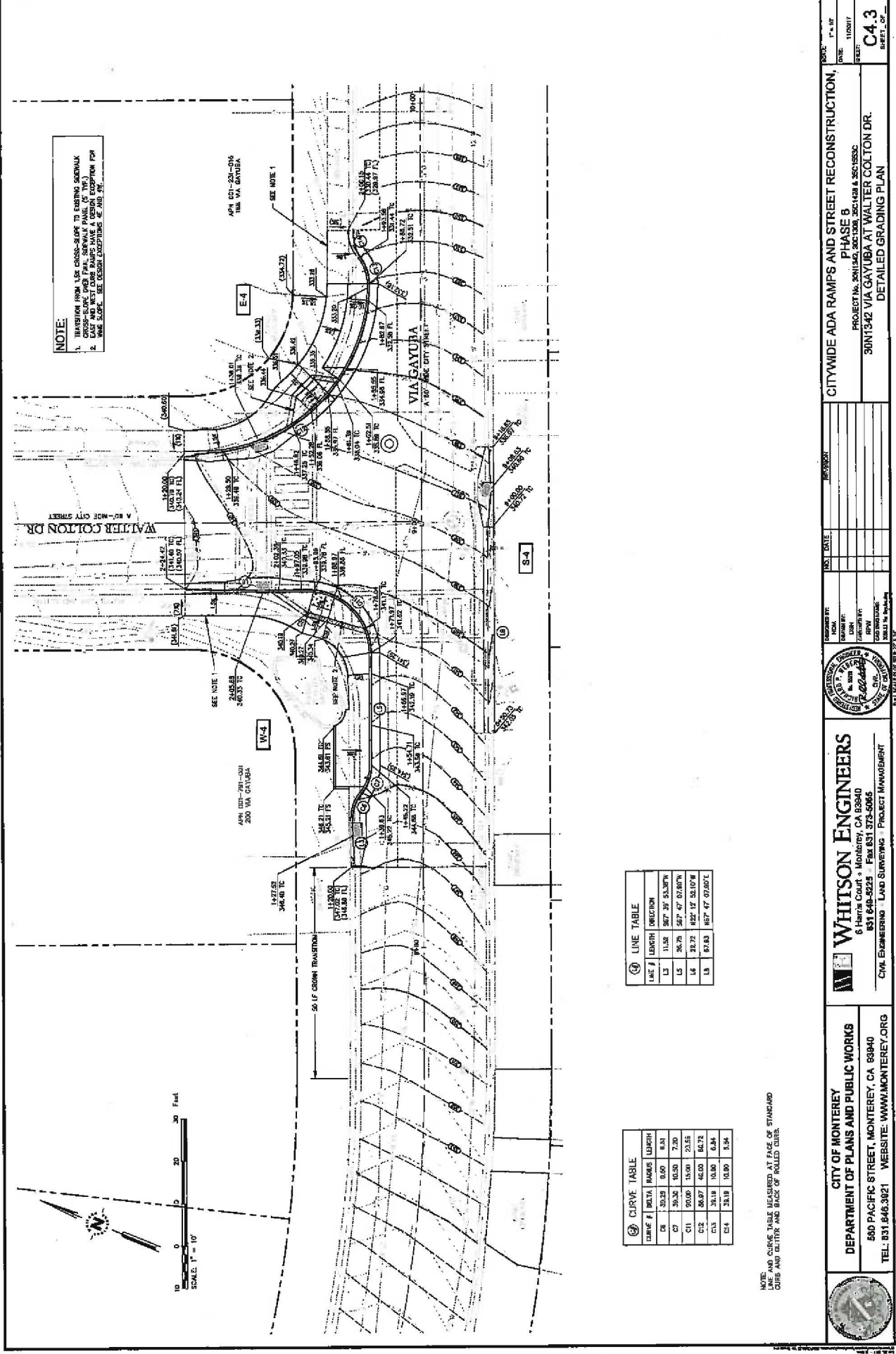
A TYPICAL SECTION A - WALTER COLTON DR.
NOT TO SCALE



B TYPICAL SECTION B - VIA GAYUBA
NOT TO SCALE

- CONSTRUCTION KEYNOTES:**
1. 1" HMA TYPE 2" 12" HMA PLUS 2" HMA OVERLAY OVER 6" CLASS 2 AGGREGATE BASE
 2. COLD PLANE AND 2" HMA OVERLAY WITH PAVING FABRIC AND 1" LEVELING COURSE. SEE TYPICAL SECTION B/C/D.
 3. CONCRETE SIDEWALK PER DETAIL 412/COL3
 4. CONCRETE CURB AND GUTTER ON 6" CLASS 2 AGGREGATE BASE PER DETAIL 421/COL3
 5. CONCRETE RESIDENTIAL DRIVEWAY PER DETAIL 457/COL4
 6. CONCRETE CURB RAMP PER CALTRANS STANDARD PLAN 488A/COL3 AND DETAIL 482/COL4
 7. TRANSITION FROM STANDARD CURB AND GUTTER TO ROLLED CURB AND GUTTER PER DETAIL 481/COL3
 8. EXTEND THROUGH CURB DRAIN
 9. INTENTIONALLY OMITTED
 10. ADJUST MANHOLE COVER TO GRADE PER DETAIL 413/COL3
 11. ADJUST WY COVER TO GRADE PER DETAIL 413/COL3
 12. ADJUST MONUMENT COVER TO GRADE PER DETAIL 413/COL3
 13. 12" TALL RETAINING CURB PER DETAIL 1 BELOW
 14. ROLLED CURB AND GUTTER ON 6" CLASS 2 AGGREGATE BASE PER DETAIL 421/COL3 DOWEL INTO (S) CURB AND GUTTER WITH (2) 12" LONG #4 PER DETAIL 421/COL3
 15. COLD PLANE AND HMA OVERLAY PER TYPICAL SECTION B/C/D, EXCEPT WITH VARIABLE THICKNESS HMA LANDING COURSE.
 16. CATCH BASIN PER CITY STANDARD DETAIL 441/COL3
 17. STORM DRAIN MANHOLE PER DETAIL 411/COL4
 18. PROTECT BRICK WALL TO REMAIN
 19. STORM DRAIN PER DETAIL 411/COL3, STREET TRENCHING PER DETAIL 413/COL4. NOTE: SEE SHEET C1.1 FOR ADDITIONAL DETAILS
 20. TYPE 17 RESIDENTIAL CONCRETE DRIVEWAY PER DETAIL 457/COL4. NOTE: SEE SHEET C1.1 FOR RECONSTRUCTION OF DRIVEWAYS AT 211-255 VIA GAYUBA
 21. ADJUST WATER METER COVER TO GRADE PER STANDARD DRAWING 8/COL5

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④ LINE TABLE

LINE #	LENGTH	ORIENTATION
L1	11.50	867° 39' 53.30"N
L2	26.75	867° 47' 07.80"E
L3	25.72	827° 17' 55.10"W
L4	52.83	867° 47' 07.80"E

⑤ CURVE TABLE

CURVE #	DELTA	PIVOT	LENGTH
C1	30.25	0.50	6.50
C2	30.25	10.50	7.50
C3	30.25	15.00	23.55
C4	30.25	40.00	62.72
C5	30.25	10.50	6.50
C6	30.25	10.50	6.50

NOTE: CURVE TABLE LOCATED AT PAGE OF STANDARD CURVE AND QUANTITY AND BACK OF ROLLED CURVE.



CITY OF MONTEREY
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560 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.846.3821 WEBSITE: WWW.MONTEREY.ORG

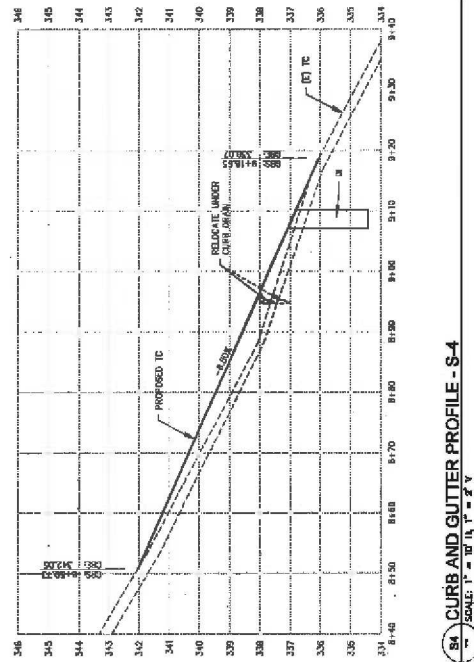
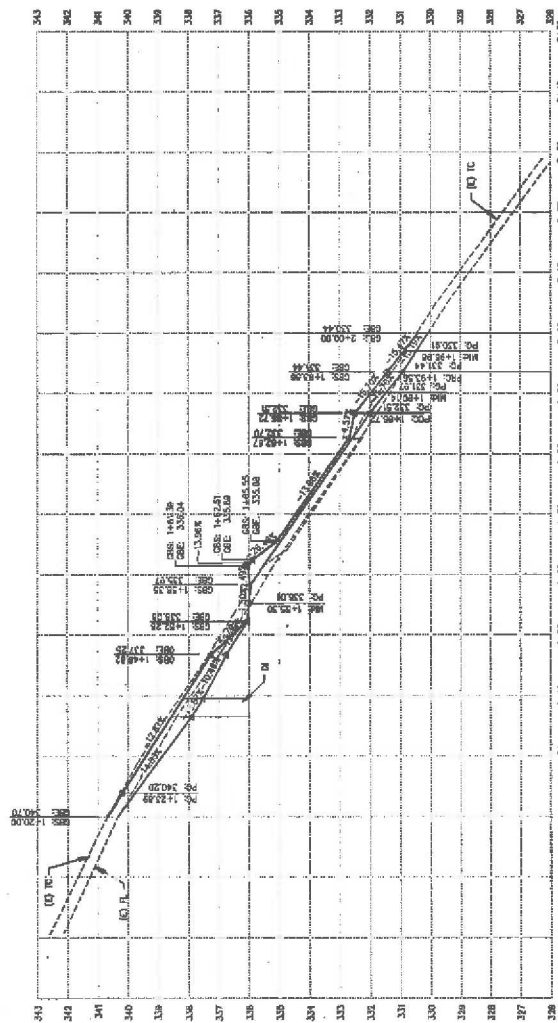
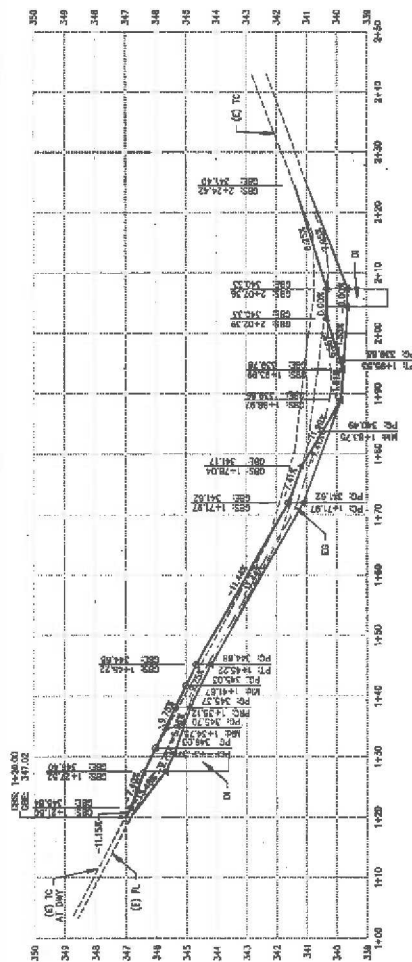


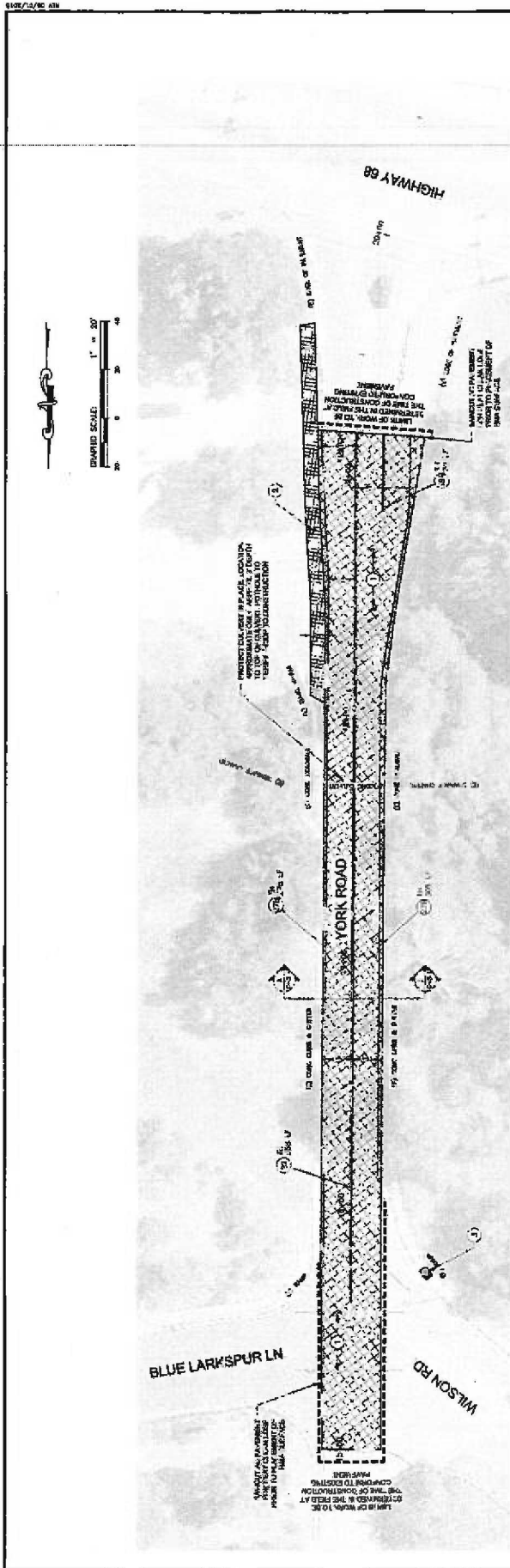
WHITSON ENGINEERS
61414 1st St., Monterey, CA 93940
831.846.9235 FAX 831.373.5065
CIVIL ENGINEERING LAND SURVEYING PROJECT MANAGEMENT





CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE B
PROJECT NO. 3001342 VIA GAYUBA AT WALTER COLTON DR.
3001342 VIA GAYUBA AT WALTER COLTON DR.
DETAILED GRADING PLAN

DATE: 08/17/2015
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CHECKED BY: [blank]
APPROVED BY: [blank]
SCALE: 1" = 10'

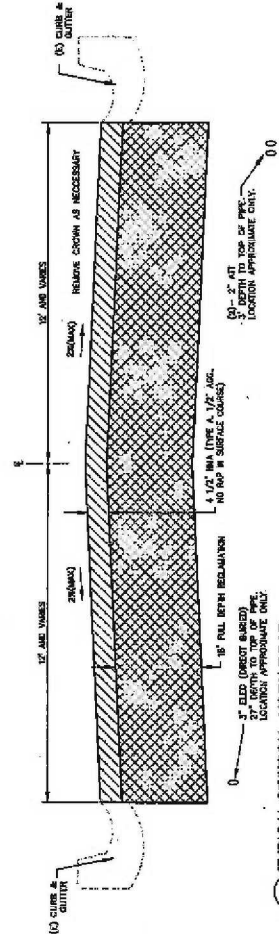
C4.3
SHEET 1 OF 1

[illegible]



- LEGEND**
- | | |
|---|--|
|  | FULL DEPTH RECOMBINATION (1/2" DIA. PT. SEE NOTE 1) |
|  | RNA SURFACE (TYPE A, 1/2" DIA., NO RAIN IN SURFACE COURSE) (SEE TYPICAL SECTION) |
|  | PLACE SHOULDER BACKING (100 SF. SEE NOTE 2) |
|  | REINFORCING POTABLES WARPING SURFACE |
- STIRRE DETAIL PER CATHARTS STANDARD PLAN AUG. 1960-PLANT-10

FULL DEPTH RECLAMATION (11,200 SF), SEE NOTE 1

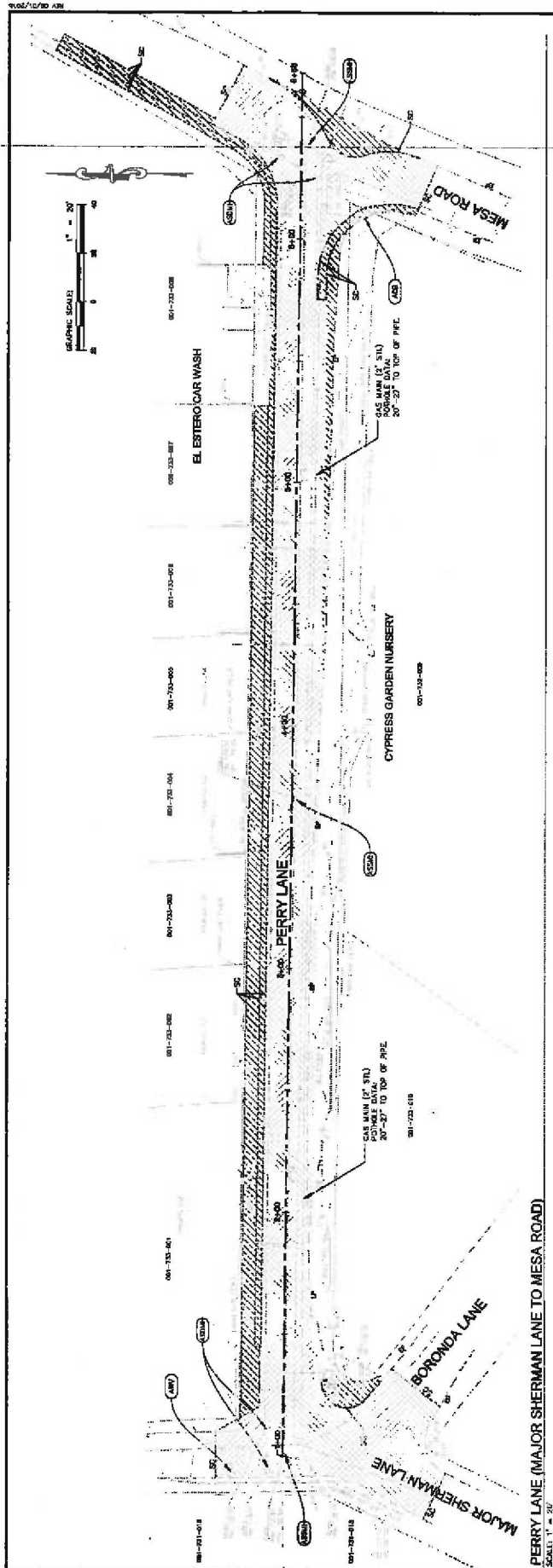


A TYPICAL SECTION - YORK ROAD
C-5.1 SCALE H:1"=2'

AERIAL NOTE

ACRES, 1990 CITY AND COUNTY FROM 1980 TO 1990 AND AN INTERPOLATED VALUE FOR PLANNING PURPOSES ONLY. THE CITY OF MONTEREY CAN NOT BE HELD LIABLE FOR THE ACCURACY OF THE AREAS EXTRACTED

 <div>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 680 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.648.3921 WEBSITE: WWW.MONTEREY.ORG</div>			<div>RECEIVED BY: _____ DATE: _____ FORWARDED BY: _____ DATE: _____ FORWARDED TO: _____ DATE: _____ FILE NAME: _____</div>	<div>NO. _____ DATE _____ REVISION _____</div>	<div>CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 (SIC 10000)</div>	<div>YORK ROAD CONSTRUCTION PLAN</div>	<div>SCALE</div>
							<div>PLAN NO. SHEET NO. DATE CITY</div>
							<div>C-5.1</div> <div>DATE: 24-05-08</div>



DEMOLITION NOTES:

1. SEE GRADING AND STRENGTH PLAN FOR SPACING & SIZING WORK.
2. EXISTING WELLS ARE TO REMAIN, UNLESS OTHERWISE NOTED.
3. MARK THE PLANNED BARRIERS LOCATIONS IN THE FIELD FOR MONITORING. THE CITY ENGINEER MAY REMOVE OR RELOCATE BARRIERS AS NECESSARY TO MAINTAIN ACCESS TO ADJACENT PROPERTIES OR TO COMPLY WITH EXISTING REGULATORY AGENCIES OR BARRIERS.
4. SHOOT THE FULL DEPTH OF ALL EXISTING BARRIERS, DITCHES, DITCHES AND BARRIERS.
5. IF BARRIERS ARE DAMAGED BEFORE THE START OF THE BARRIERS, THE DAMAGED AREA MUST BE REPAIRED AND REPLACED TO A NEW BARRIERS LINE.
6. REMOVE ALL EXISTING BARRIERS AND DITCHES AND INSTALL NEW BARRIERS UNLESS THE EXISTING BARRIERS ARE APPROVED FOR REUSE BY THE CITY ENGINEER.
7. REMOVE ALL EXISTING BARRIERS AND DITCHES AND INSTALL NEW BARRIERS UNLESS THE EXISTING BARRIERS ARE APPROVED FOR REUSE BY THE CITY ENGINEER.
8. REMOVE ALL EXISTING BARRIERS AND DITCHES AND INSTALL NEW BARRIERS UNLESS THE EXISTING BARRIERS ARE APPROVED FOR REUSE BY THE CITY ENGINEER.
9. REMOVE ALL EXISTING BARRIERS AND DITCHES AND INSTALL NEW BARRIERS UNLESS THE EXISTING BARRIERS ARE APPROVED FOR REUSE BY THE CITY ENGINEER.
10. REMOVE ALL EXISTING BARRIERS AND DITCHES AND INSTALL NEW BARRIERS UNLESS THE EXISTING BARRIERS ARE APPROVED FOR REUSE BY THE CITY ENGINEER.

KEYNOTES:

1. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.3
2. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.4
3. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.5
4. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.6
5. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.7
6. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.8
7. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.9
8. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.10
9. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.11
10. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER DETAIL 413/C3.12

LEGEND:

- 1. FULL DEPTH RECLAMATION (15,500 SF)
- 2. DEMO ASPHALT BASE COURSE AND SUBGRADE AS NECESSARY (6,700 SF)



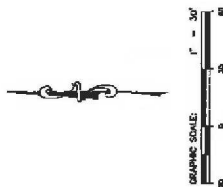
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 660 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.945.3021 WEBSITE: WWW.MONTEREY.ORG



REVISION	DATE	BY	CHK

CITYWIDE ADA RAMP'S AND STREET RECONSTRUCTION, PHASE 6
 (SHEET 6 OF 25)
PERRY LANE - DEMOLITION PLAN

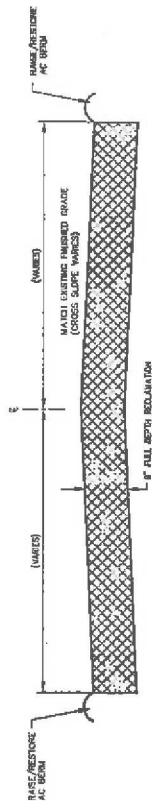
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 SHEET: C-6.1
 OF: 25



FULL DEPTH RECIAMATION (15,000 SF), SEE NOTE 1

SYMBOL	BMP #	DESCRIPTION
	SC-5	SALT FENCE
	SC-7	STREET SWEEPING
		OBSTRUCTION OF DRAINAGE

FIELD CONDITIONS MAY VARY. CONTRACTION MAY BE REQUIRED TO
IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES
AS NECESSARY WERE DIRECTED BY THE CITY.



▲ TYPICAL SECTION - VETERANS PARK ROAD

SERIAL NOTE

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
580 PACIFIC STREET, MONTEREY, CA 93940
TEL: 431.646.3821 WEBSITE: WWW.MONTEREY.ORG

**CITYWIDE ADA RAMPS AND STREET
RECONSTRUCTION, PHASE 6**
(SOG1306)

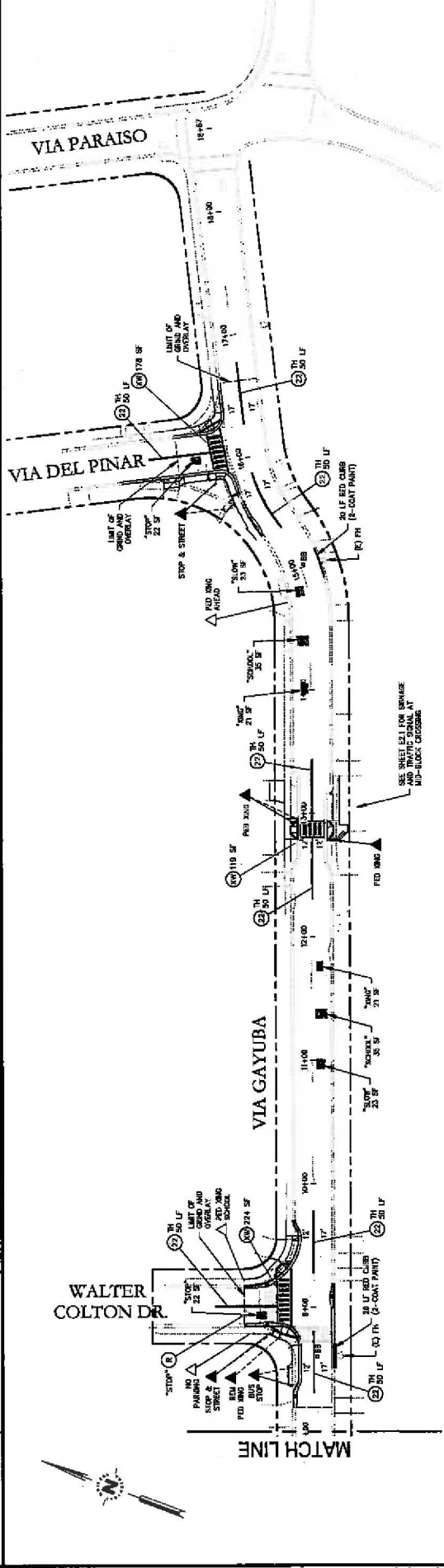
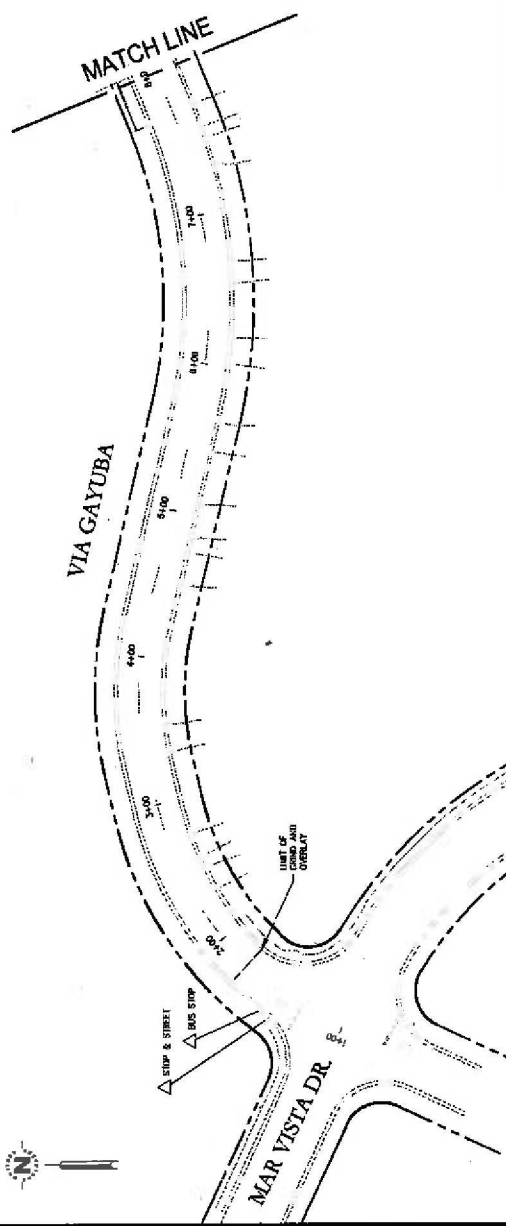
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LEGEND

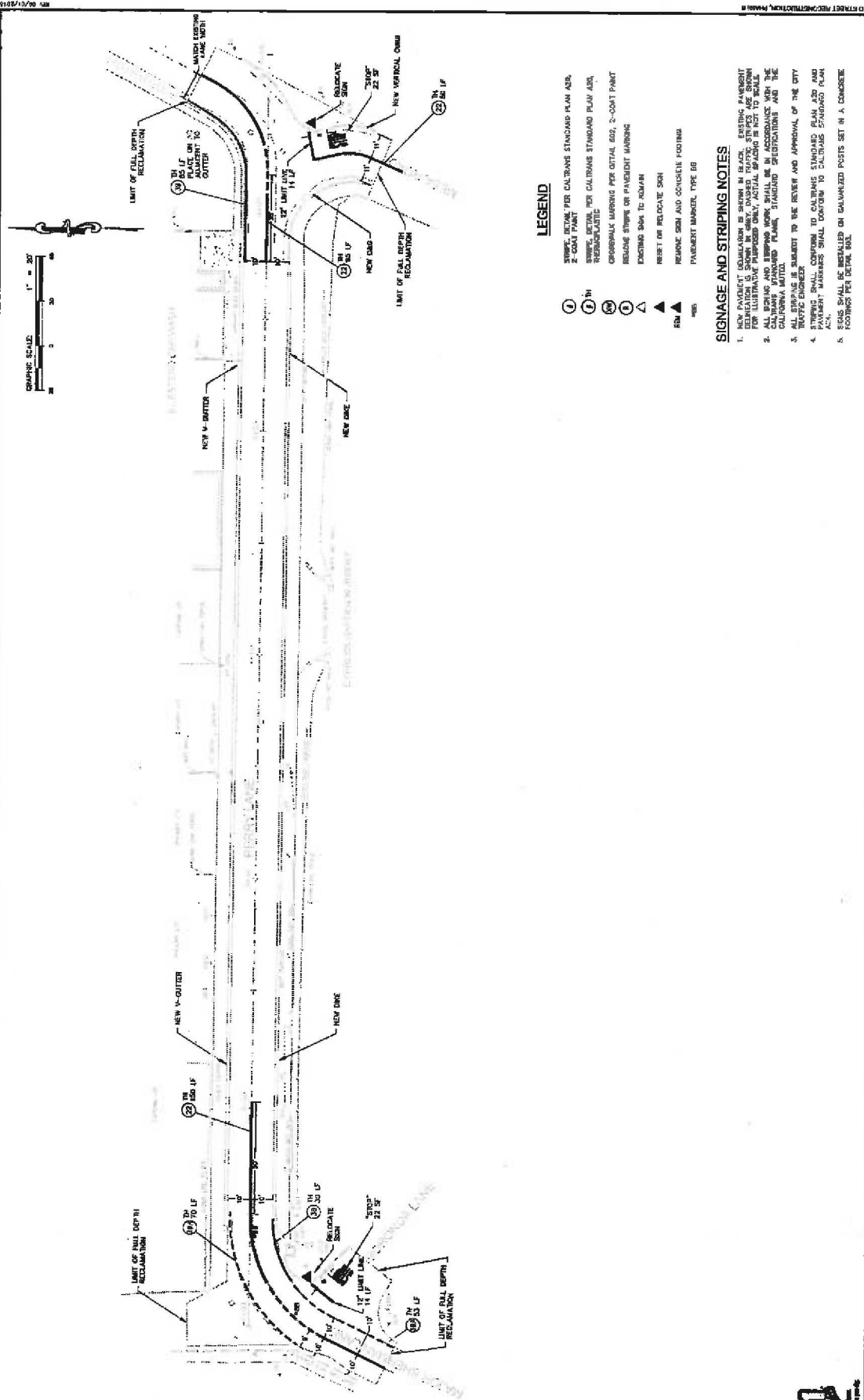
- ① STRIPS, DETAIL PER CALTRANS STANDARD PLAN A20, 2-COAT PAINT
- ② TH STRIPS, DETAIL PDS CALTRANS STANDARD PLAN A20, THERMOPLASTIC
- ③ CROSSWALK MARKING PER DETAIL 802, 2-COAT PAINT
- ④ REMOVE STRIPS OR PAINTMARK MARKING
- ⑤ EXISTING SIGN TO REMAIN
- ⑥ RESET OR RELOCATE SIGN
- ▲ REMOVE SIGN AND CONCRETE FOOTING
- PAINTMARK MARKER, TYPE BB

SIGNAGE AND STRIPING NOTES

1. NEW PAINTMARK DELINEATION IS SHOWN IN BLACK. EXISTING PAINTMARK DELINEATION IS SHOWN IN GREY.
2. ALL STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE CALTRANS STANDARD PLAN, SIGNAGE SPECIFICATIONS AND THE CALIFORNIA MUTCD.
3. ALL STRIPING IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY TRAFFIC ENGINEER.
4. STRIPING SHALL CONFORM TO CALTRANS STANDARD PLAN A20 AND PAINTMARK MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLAN A24.
5. SIGNS SHALL BE INSTALLED ON GALVANIZED POSTS SET IN A CONCRETE FOUNDATION WITH THE FOLLOWING SPECIFICATIONS:
 - a. SIGNS SHALL BE SET IN A CONCRETE FOUNDATION.
 - b. LANE WIDTHS ARE DIMENSIONED TO THE FACE OF VERTICAL CURB OR BACK OF ROLLED CURB.



	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 6 Harris Court • Monterey, CA 93940 831.648-5225 • Fax 831.373-5055 Civil Engineering Land Surveying Project Management	CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6 PROJECT NO. 3001542, 3001543, 3001458 & 3001580 3001342 & 3501428 VIA GAYUBA SIGNAGE AND STRIPING PLAN	SCALE: 1" = 30' DATE: 11/06/17 SHEET: 24 OF 25 PD1



LEGEND

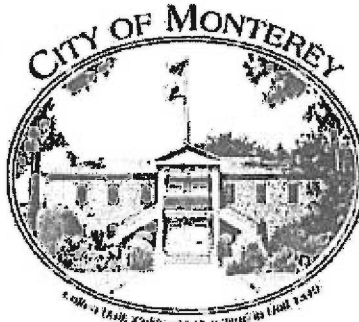
- ① STRIPES, DETAIL PER CALTRANS STANDARD PLAN A20, 2-COAT PAINT
- ② STRIPES, DETAIL PER CALTRANS STANDARD PLAN A20, RECONSTRUCTED
- ③ CROSSWALK MARKING PER DETAIL 602, 2-COAT PAINT
- ④ RELOCATE SIGN OR PAVEMENT MARKING
- ⑤ EXISTING SIGN TO REMAIN
- ▲ RELOCATE SIGN
- ▲ RELOCATE SIGN AND CONSIDER FOOTING
- ▲ PAVEMENT MARKING, TYPE 10

SIGNAGE AND STRIPING NOTES

1. NEW PAVEMENT COLORATION IS SHOWN IN BLACK. EXISTING PAVEMENT COLORATION IS SHOWN IN GREY. DASHED LINES STRIPES ARE SHOWN IN DASHED LINES. STRIPES ARE SHOWN IN SOLID LINES.
2. ALL SIGNAGE AND STRIPING WORK SHALL BE IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS, STANDARD SPECIFICATIONS AND THE CALIFORNIA MUTUAL TRAFFIC ENGINEER.
3. ALL SIGNAGE SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER.
4. STRIPES SHALL CONFORM TO CALTRANS STANDARD PLAN A20 AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLAN A20.
5. SIGNS SHALL BE INSTALLED ON GALVANIZED POSTS SET IN A CONCRETE FOOTING PER DETAIL 601.



CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 931.646.3921 WEB: WWW.MONTEREY.ORG		CITYWIDE ADA RAMP AND STREET RECONSTRUCTION, PHASE 6 (SCL15352) PERRY LANE - STRIPING AND SIGNAGE PLAN		DATE: 11-27-2017 DRAWN BY: JMM CHECKED BY: JMM DESIGNED BY: JMM PROJECT NO: 17-001	SHEET NO. 20 OF 20 PD-2
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DATE: January 5, 2018
TO: All Bidders
SUBJECT: Addendum 1
Citywide ADA Ramps and Street Reconstruction, Phase 6
Bid proposals due on January 16, 2018
Sent Via: EbidBoard

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

The specifications are amended as follows:

1. Part I. NOTICE TO CONTRACTORS

Replace the following, "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 Citywide ADA Ramps and Street Reconstruction Phase 6 in Monterey, California, in accordance with these plans and specifications", with the following:

"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 16, 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 Citywide ADA Ramps and Street Reconstruction Phase 6 in Monterey, California, in accordance with these plans and specifications."

2. Part II. BID SCHEDULE, BASIS OF AWARD, AND BID ITEM DESCRIPTIONS:

Replace pages 1 through 13 with the attached pages as Part II, Page 1, Addendum No. 1 through Part II, Page 13, Addendum No. 1.

3. Part IV. Page 30 - CONCRETE CURBS, GUTTERS, SIDEWALKS, CURB RAMPS AND DRIVEWAYS

Delete the following:

"Detectable warning surface (truncated domes) shall be Armor-Tile or approved equal, and Colonial Red in color. Other manufacturers that meet the technical specification requirements established by the Department of General Services, Division of State Architect and are provided in the Colonial Red color will be considered for approval, as approved equal. Detectable warning surface shall be set in

freshly poured concrete, not surface applied. 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."

And replace with the following:

1. "Detectable Warnings (Truncated Dome Tiles / Tactile Warning Devices) must comply with and strictly adhere to all relevant ADA / ADAAG guidelines and local jurisdiction regulations.
 2. Detectable Warning Tiles must be comprised of advanced Polymer Composite Concrete materials such as TekWay ADA Dome-Tiles, manufactured by StrongGo Industries or approved equal.
 3. Detectable Warning Tiles shall perform to the following minimum ASTM-based Standards of Quality for Concrete Materials:

a. Compressive Strength	>14,000PSI	Per ASTM C 39-04
b. Water Absorption	<0.25%	Per ASTM C 97-09
c. Freeze / Thaw Factor	0.00%	Per ASTM C 1262-10
d. Slip Resistance Value	Fa >0.80	Per ASTM C 1028-07
e. Flexural Strength	>2,500 PSI	Per ASTM C 947-03
f. Tensile Strength	>2,500 PSI	Per ASTM C 496-11
 4. Detectable Warnings shall be installed into fresh concrete (cast-in-place), allowing edges of the tiles to be butted together while maintaining ADA dome-spacing requirements.
 5. Detectable Warnings shall be installed without voids, and utilizing the pertaining anchoring system to achieve a monolithic structure of the domes with the substrate and sidewalk.
 6. Detectable Warnings shall be of colonial brick red or terracotta color to guarantee the legally mandated color contrast with the surrounding concrete sidewalk.
 7. Detectable Warnings shall come with a written 5-year warranty from the manufacturer, and maintain their full functionality and shape for a minimum of 5 years after acceptance of contract.
 8. Detectable Warnings must meet all current 'Buy America' requirements.
4. APPENDIX A
Replace Appendix A in its entirety and replace with attached Appendix A – Addendum No. 1

The plans are amended as follows:

5. Insert the attached Sheet 11A for Bid Alternate design for Via Gayuba.

Clarifications – Bidder questions with responses as follows:

6. **Question:** York Road is to receive an 18" full depth reclamation and a 4" overlay. Are the grades changing on this street or are we to match existing? I am not sure what "remove crown as necessary" is referring to on sheet C5.1. Are we lowering the crown? If so we will need some elevations.

Response: The design intent is to maintain the crown, but to match existing as necessary at roadway tie-ins.

7. **Question:** Veterans Park Road is to receive a full depth reclamation. Are we just matching the existing grade or do we need to account for the chip seal thickness?

Response: The design intent is to match existing grade.

8. **Question:** The specifications call for 1 (one) traffic lane open during construction w/ 2 lanes open after hours. Factoring in the cement treatment w/ a 3-day cure period, will the City allow light traffic on the cement cured sub-grade immediately after treatment to allow residents and business access?

Response: Yes, the city will allow access after treatment to allow residents and business access to avoid the necessity to reconstruct the roadway in sections and avoid uneven roadway sections.

9. **Question:** Can York Road and Veterans Park Road be closed to traffic during work hours to expedite construction?

Response: The contractor will be allowed to close Veterans Park Road during the day during construction, but on York Road 1 (one) traffic lane open during construction w/ 2 lanes open after hours.

10. **Question:** York Road is adjacent to HWY 68. Are we required to apply for an Encroachment Permit from Caltrans?

Response: Yes, contractor will be required to obtain acquire an Encroachment Permit from Caltrans.

11. **Question:** For the streets that receive FDR with an AC overlay, is the intent to remove existing AC to accommodate the new AC section, then FDR and then place the new AC section?

Response: Yes, the intent to remove existing AC to accommodate the new AC section, then FDR and then place the new AC section.

12. **Question:** Please clarify where the Vertical Curb, #13 as shown on page C4.2 is paid for?

Response: Bid Schedule has been revised to accommodate the 12" Retaining Curb shown on plan sheet C4.2.

All other conditions of the Specifications remain the same.

Acknowledge this addendum and all others in your bid in Appendix A of the Specifications

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm Tuesday, January 16, 2018. All requests for Information must be received in writing by 5:00 pm on Tuesday, January 9, 2018.

Sincerely,



Thomas M. Korman, P.E.
Senior Engineer

Attachments: Revised Part II and Appendix A
ALT1 Plan Sheet

e: City Engineer
Finance

CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

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	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Sawcut AC Pavement	3,311	LF		
6	Sawcut Concrete Curb and Gutter	14	EA		
7	Sawcut Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, and Driveway	50	LF		
8	Cold Plane AC Pavement (3" Depth)	26,770	SF		
9	Full Depth Reclamation - Cement (18" Depth)	11,200	SF		
10	Full Depth Reclamation - Cement (15" Depth)	15,500	SF		
11	Full Depth Reclamation - Cement (12" Depth)	12,553	SF		
12	Full Depth Reclamation - Cement (9" Depth)	21,277	SF		
13	Remove AC Pavement and Base	1	LS		
14	Remove Concrete Curb and Gutter	412	LF		
15	Remove Concrete Cross-Gutter	160	SF		
16	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	4,932	SF		
17	Remove Storm Drain Inlet	1	EA		



Revised per Addendum No. 1

18	Salvage and Reinstall Brick Driveway	135	SF		
19	Salvage and Reinstall Bench	1	EA		
20	Adjust Manhole Cover to Grade	12	EA		
21	Adjust Valve Cover to Grade	6	EA		
22	Adjust Water Meter Box to Grade	3	EA		
23	Adjust CATV Box to Grade	1	EA		
24	Adjust Monument Cover to Grade	1	EA		
25	Adjust Catch Basin to Grade	1	EA		
26	Reconstruct Manhole Top	3	EA		
27	Reconstruct Monument	4	EA		
28	12" Storm Drain	121	LF		
29	15" Storm Drain	50	LF		
30	18" Storm Drain	326	LF		
31	Concrete Trench Backfill	1	LS		
32	Standard Catch Basin	5	EA		
33	Storm Drain Manhole	1	EA		
34	Earthwork	1	LS		
35	Class 2 Aggregate Base	1	LS		
36	4.5" HMA (1/2" Type A, No RAP in top lift)	11,200	SF		
37	4" HMA (1/2" Type A, No RAP in top lift)	34,330	SF		
38	3" HMA (1/2" Type A, No RAP)	3,150	SF		
39	2" HMA (1/2" Type A, No RAP)	31,354	SF		
40	1" HMA (3/8" Type A) (Leveling Course)	25,553	SF		
41	HMA (1/2" Type A) (Variable-Thickness Leveling Course)	1,217	SF		
42	Paving Grid (Class II with 1" Openings)	26,770	SF		
43	Shoulder Backing	3,900	SF		
44	Asphalt Dike, Type E	445	LF		
45	Raise/Restore Rolled AC Berm	750	LF		
46	Concrete Curb and Gutter	126	LF		
47	Concrete Rolled Curb and Gutter	177	LF		

Revised per Addendum No. 1

48	Concrete Valley Gutter (Modified, 18" – wide)	585	LF		
49	Concrete Vertical Curb	120	LF		
50	Concrete Retaining Curb	20	LF		
51	Concrete Sidewalk	2,156	SF		
52	Concrete Curb Ramp	788	SF		
53	Detectable Warning Surface	118	SF		
54	Concrete Residential Driveway	3,092	SF		
55	Reset of Relocate Roadside Sign	7	EA		
56	Remove Roadside Sign	1	EA		
57	Pavement Markings (2-coat paint)	891	SF		
58	Detail 22 Stripe (Thermoplastic)	1,053	LF		
59	Detail 27B Stripe (Thermoplastic)	580	LF		
60	Detail 38A Stripe (Thermoplastic)	32	LF		
61	Detail 39 Stripe (Thermoplastic)	115	LF		
62	Detail 39A Stripe (Thermoplastic)	123	LF		
63	Pavement Marker, Type BB	4	EA		
64	Planter Area, Type 1	1,972	SF		
65	Traffic Signal and Lighting	1	LS		
66	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 66) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
67	Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)	65,000	SF		
68	Full Depth Reclamation - Cement (12" Depth)	15,200	SF		
69	Full Depth Reclamation - Cement (8" Depth)	12,900	SF		
70	4" HMA (1/2" Type A, No RAP in top lift)	26,900	SF		

TOTAL ADDITIVE ALTERNATE BID (ITEMS 67 THROUGH 70) (In Words)	(In Figures)
<hr/> <hr/>	\$

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 66).

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

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. Construction Surveying

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

5. 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.

6. 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 of 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.

7. Sawcut Concrete Sidewalk, Curb Ramp, 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 concrete sidewalks, curb ramps, sidewalk crossings, and driveways as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

8. Cold Plane AC Pavement (3" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for cold planing existing asphalt concrete pavement and proper disposal or recycling of grindings, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers and temporary pavement markers as required.

9. Full Depth Reclamation - Cement (18" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil, and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

10. Full Depth Reclamation - Cement (15" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

11. Full Depth Reclamation - Cement (12" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

12. Full Depth Reclamation - Cement (9" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight.

13. Remove AC Pavement and Base

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

14. 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.

15. Remove Concrete Cross-Gutter

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 cross-gutters, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

16. Remove Concrete Sidewalk, Curb Ramp, 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, curb ramps, sidewalk crossings 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 and curb ramps is not included in this bid item, but is paid for under Remove Concrete Curb and Gutter.

17. Remove Storm Drain Inlet

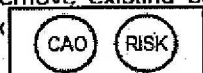
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to removing existing storm drain inlet, capping existing storm drains which are to be abandoned, and for 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.

18. Salvage and Reinstall Brick 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 to remove existing brick driveway; storing brick; re-grading driveway, including import and export of sand bedding as needed; reinstalling brick at final grade; 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. Salvage and Reinstall Bench

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to furnishing all labor, materials, tools, equipment and incidentals necessary to remove existing bench; storing bench; reinstalling bench at final grade and location; and for doing all other work involved in the



plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

20. Adjust Manhole 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 for adjustment to grade of storm drain manholes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing concrete collar, frame and cover, and grade adjustment rings prior to construction, protecting the manhole during construction, and installing new frame and cover, and constructing a concrete collar, at final grade after grading and/or paving operations.

21. Adjust 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 for adjustment to grade of valve cover, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing valve cover and concrete collar prior to construction, and furnishing and installing new valve cover with a concrete collar at final grade after grading and paving operations. This item also includes protecting valve risers during construction.

22. Adjust Water Meter Box to Grade

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

23. Adjust CATV Box to Grade

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

24. Adjust Monument 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 for adjustment to grade of monument cover, in accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing monument cover and concrete collar prior to construction, and furnishing and installing a new monument cover with a concrete collar at final grade after grading and paving operations. Notify City Surveyor at least 72 hours prior to work near monument. City Surveyor will tie-out monument and file corner record.

25. Adjust Catch Basin to Grade

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

26. Reconstruct Manhole Top

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 replace the existing manhole cone with a shallow (15" or 18" tall) cone; and adjusting the manhole cover to grade after grading and paving operations; 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. This work also includes structure excavation and backfill, furnishing and installing precast members and miscellaneous metal as required.

27. Reconstruct Monument

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 record

accordance with the plans and specifications, and as directed by the Engineer. This work includes removal of the existing concrete underground monument, monument cover, and concrete collar prior to construction, and furnishing and installing a new concrete underground monument with brass marker, monument cover and concrete collar at final grade after grading and paving operations. Notify the City Surveyor at least 72 hours prior to work near monument. The City Surveyor will tie-out monument and file corner record prior to demolition, will provide reference points for construction of the new monument, and will punch the brass marker after construction.

28. 12" Storm Drain

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" storm drain pipe; concrete collars 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.

29. 15" Storm Drain

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 15" storm drain pipe; concrete collars 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.

30. 18" Storm Drain

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 18" storm drain pipe; concrete collars 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.

31. Concrete Trench Backfill

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

32. Standard 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 standard catch basin as shown on the plans, 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. Engineer may adjust depth of catch basin up to 2' lower to accommodate existing utilities in roadway without change in cost of work as described above.

33. Storm Drain Manhole

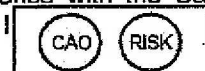
Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for construction of storm drain manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes structure excavation and backfill, furnishing and installing precast members, miscellaneous metal, frames, grates, reinforcing steel, and connections to existing pipes.

34. Earthwork

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 grubbing, excavation and embankment, and import or export of material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

35. Class 2 Aggregate Base

Measurement and payment for this item shall be on a lump sum (LS) basis in accordance with the Caltrans Standard Specifications. The work shall include, but not be limited to, furnishing all



equipment, and incidentals for preparing and recompacting subgrade, and placing, spreading and compacting aggregate base in areas to receive curbs, gutters, 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. Excluded from this item is aggregate base below Concrete Paver Vehicular Pavement Types A and B, Concrete Driveways, Concrete Accessible Parking, and HMA Sidewalk Path. Aggregate base within the limits of those bid items will be considered included in the unit prices bid for those items.

36. 4.5" HMA (1/2" Type A, No RAP in top lift)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used in top lift as part of this payment item.

37. 4" HMA (1/2" Type A, No RAP in top lift)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used in top lift as part of this payment item.

38. 3" HMA (1/2" Type A, No RAP)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item.

39. 2" HMA (1/2" Type A, No RAP)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used as part of this payment item.

40. 1" HMA (3/8" Type A) (Leveling Course)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

41. HMA (3/8" Type A) (Variable-Thickness Leveling Course)

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 recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

42. Paving Grid (Class II with 1" Openings)

Measurement and payment for this item shall be on a square foot (SF) basis. The payment quantity for paving fabric is the actual pavement area covered. Tack coat is included in the payment for paving fabric.

43. Shoulder Backing

Measurement and payment for this item shall be on a square foot (SF) basis. The payment quantity for shoulder backing is the actual pavement area covered. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; and placing, spreading and compacting shoulder backing as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

44. Asphalt Dike, Type E

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

45. Raise/Restore Rolled AC Berm

Measurement and payment for this item shall be on a linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for raising and restoring rolled AC berm as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

46. 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 subgrade; constructing concrete curb and gutter; 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 concrete cross-gutters, driveway aprons (sidewalk crossings) and curb ramps.

47. Concrete Rolled Curb and Gutter

Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the back 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 subgrade; constructing concrete rolled curb and gutter; 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 concrete cross-gutters driveway aprons (sidewalk crossings) and curb ramps.

48. Concrete Valley Gutter (Modified, 18" wide)

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

49. Concrete Vertical Curb

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 subgrade; constructing concrete vertical as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

50. Concrete Retaining Curb

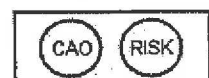
Measurement and payment for this item shall be on a per linear foot (LF) basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete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

51. 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 subgrade; constructing concrete sidewalk; 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.

52. Concrete Curb Ramp

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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 subgrade and constructing concrete curb ramps as shown in plans and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

53. Detectable Warning Surface

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for the installation of prefabricated wet-set type detectable warning surface (truncated domes) in freshly poured concrete, in accordance with the plans and specifications, and as directed by the Engineer. The concrete underlying the detectable warning surface is paid for separately under Concrete Curb Ramp.

54. Concrete Residential 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 subgrade; placing and compacting aggregate base or sand bedding; reinforcing steel; and placing and finishing concrete pavement, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

55. Reset or Relocate Roadside Sign

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

56. 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, involved in the removal of existing 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.

57. Pavement Markings (2-Coat Paint)

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

58. Detail 22 Stripe (Thermoplastic)

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

59. Detail 27B Stripe (Thermoplastic)

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

60. Detail 38A Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of thermoplastic stripes, and installation of pavement markers for ;

traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

61. Detail 39 Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of thermoplastic stripes, and installation of pavement markers for a complete Detail 39 traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

62. Detail 39A Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot (LF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the traffic line, application of thermoplastic stripes, and installation of pavement markers for a complete Detail 39A traffic stripe per Caltrans Standard Plan A20D, in accordance with the plans and specifications, and as directed by the Engineer.

63. Pavement Marker, Type BB

Measurement for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals involved in preparation of the surface to receive the pavement markers and application of Type BB retroreflective pavement markers, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This item also includes the furnishing and applying of rapid set type adhesives.

64. Planter Area, Type 1

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, excavation, backfilling with imported topsoil, and fine grading as directed by the Engineer.

65. Traffic Signal and Lighting

Measurement for this item shall be on a lump sum (LS) basis. The work shall include furnish and install new rectangular rapid flashing beacon (RRFB) system including traffic signals, pedestrian push buttons, traffic signal poles/posts, pull boxes, conductors and conduit, all necessary excavation and backfill, abandonment of existing conduit as needed, removal and disposal of existing pull boxes as needed, mounting of equipment (including mounting hardware), configuration and testing of equipment, and performing all work as shown on the plans and specified herein.

The contract lump sum (LS) price paid for traffic signal and lighting shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing the traffic signal lighting systems, complete in place, as shown on the plans and specified herein.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the installation of the various systems, shall be considered as included in the prices paid for the systems or units thereof, and no additional compensation will be allowed therefore.

66. 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.

67. Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)

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 required for demolition, earthwork, and subgrade preparation (up to 6" thick) for removal and disposal of existing HMA. This work also include removal of aggregate base, unsuitable subgrade material, and recompaction of existing subgrade in preparation for the placement of HMA or aggregate base material, placement of 6" thick Hot Mix Asphalt (HMA), (maximum 3" thick lift, No RAP in top lift) using a maximum aggregate size of 3/4", as directed in field. Payment for this work item shall include installation of temporary raised 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.

Alternate No. 66 is awarded appropriate bid items in Base Bid will be adjusted accordingly by street segment location.

68. Full Depth Reclamation - Cement (12" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight. Note to bidders: If Bid Alternate No. 67 is awarded appropriate bid items in Base Bid will be adjusted accordingly by street segment location.

69. Full Depth Reclamation - Cement (8" Depth)

Measurement and payment for this item shall be on a square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for full depth reclamation of existing pavement and underlying soil and proper disposal or recycling of excess materials, in accordance with the plans and specifications, and as directed by the Engineer. This item shall also include installation of temporary chip seal markers, temporary conforms for vehicle traffic, and temporary pavement markers as required, and exploratory potholing of existing utilities. For bidding purposes the Contractor shall use a cement application rate of five percent (5%) at 130 pcf-soil weight. Note to bidders: If Bid Alternate No. 68 is awarded appropriate bid items in Base Bid will be adjusted accordingly by street segment location.

70. 4" HMA (1/2" Type A, No RAP in top lift)

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 recompact aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No recycled asphalt product (RAP) shall be used in top lift as part of this payment item. Note to bidders: If Bid Alternate No. 69 is awarded appropriate bid items in Base Bid will be adjusted accordingly by street segment location.

APPENDIX A: Bid Proposal Forms



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR
CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

Submit the following items unbound:

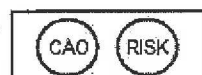
<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Subcontractor's List	_____
7. Noncollusion Declaration	_____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

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

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

By: _____
Company Name
Agreement #: Ag-7078 - Page 150 of 189

Signature



CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

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	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Construction Surveying	1	LS		
5	Sawcut AC Pavement	3,311	LF		
6	Sawcut Concrete Curb and Gutter	14	EA		
7	Sawcut Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, and Driveway	50	LF		
8	Cold Plane AC Pavement (3" Depth)	26,770	SF		
9	Full Depth Reclamation - Cement (18" Depth)	11,200	SF		
10	Full Depth Reclamation - Cement (15" Depth)	15,500	SF		
11	Full Depth Reclamation - Cement (12" Depth)	12,553	SF		
12	Full Depth Reclamation - Cement (9" Depth)	21,277	SF		
13	Remove AC Pavement and Base	1	LS		
14	Remove Concrete Curb and Gutter	412	LF		
15	Remove Concrete Cross-Gutter	160	SF		
16	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	4,932	SF		
17	Remove Storm Drain Inlet	1	EA		

18	Salvage and Reinstall Brick Driveway	135	SF		
19	Salvage and Reinstall Bench	1	EA		
20	Adjust Manhole Cover to Grade	12	EA		
21	Adjust Valve Cover to Grade	6	EA		
22	Adjust Water Meter Box to Grade	3	EA		
23	Adjust CATV Box to Grade	1	EA		
24	Adjust Monument Cover to Grade	1	EA		
25	Adjust Catch Basin to Grade	1	EA		
26	Reconstruct Manhole Top	3	EA		
27	Reconstruct Monument	4	EA		
28	12" Storm Drain	121	LF		
29	15" Storm Drain	50	LF		
30	18" Storm Drain	326	LF		
31	Concrete Trench Backfill	1	LS		
32	Standard Catch Basin	5	EA		
33	Storm Drain Manhole	1	EA		
34	Earthwork	1	LS		
35	Class 2 Aggregate Base	1	LS		
36	4.5" HMA (1/2" Type A, No RAP in top lift)	11,200	SF		
37	4" HMA (1/2" Type A, No RAP in top lift)	34,330	SF		
38	3" HMA (1/2" Type A, No RAP)	3,150	SF		
39	2" HMA (1/2" Type A, No RAP)	31,354	SF		
40	1" HMA (3/8" Type A) (Leveling Course)	25,553	SF		
41	HMA (1/2" Type A) (Variable-Thickness Leveling Course)	1,217	SF		
42	Paving Grid (Class II with 1" Openings)	26,770	SF		
43	Shoulder Backing	3,900	SF		
44	Asphalt Dike, Type E	445	LF		
45	Raise/Restore Rolled AC Berm	750	LF		
46	Concrete Curb and Gutter	126	LF		
47	Concrete Rolled Curb and Gutter	177	LF		

48	Concrete Valley Gutter (Modified, 18" – wide)	585	LF		
49	Concrete Vertical Curb	120	LF		
50	Concrete Retaining Curb	20	LF		
51	Concrete Sidewalk	2,156	SF		
52	Concrete Curb Ramp	788	SF		
53	Detectable Warning Surface	118	SF		
54	Concrete Residential Driveway	3,092	SF		
55	Reset of Relocate Roadside Sign	7	EA		
56	Remove Roadside Sign	1	EA		
57	Pavement Markings (2-coat paint)	891	SF		
58	Detail 22 Stripe (Thermoplastic)	1,053	LF		
59	Detail 27B Stripe (Thermoplastic)	580	LF		
60	Detail 38A Stripe (Thermoplastic)	32	LF		
61	Detail 39 Stripe (Thermoplastic)	115	LF		
62	Detail 39A Stripe (Thermoplastic)	123	LF		
63	Pavement Marker, Type BB	4	EA		
64	Planter Area, Type 1	1,972	SF		
65	Traffic Signal and Lighting	1	LS		
66	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 66) (In Words) <hr/> <hr/>					(In Figures) \$

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
67	Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg., No RAP in top lift)	65,000	SF		
68	Full Depth Reclamation - Cement (12" Depth)	15,200	SF		
69	Full Depth Reclamation - Cement (8" Depth)	12,900	SF		
70	4" HMA (1/2" Type A, No RAP in top lift)	26,900	SF		

TOTAL ADDITIVE ALTERNATE BID (ITEMS 67 THROUGH 70) (In Words) _____ _____	(In Figures) \$
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BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 66).

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.

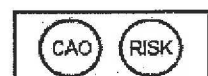
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: Citywide ADA Ramps and Street Reconstruction, Phase 6.

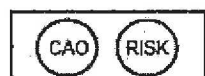
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

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

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

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

[CONTINUED NEXT PAGE]



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

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

_____ (Surety Name)	
By:	_____ (Signature of Attorney-In-Fact for Surety)
	_____ (Typed or Printed Name of Attorney-In-Fact)
(Attach: (I) Attorney-In-Fact Certification; (II) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (III) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

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

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

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

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

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

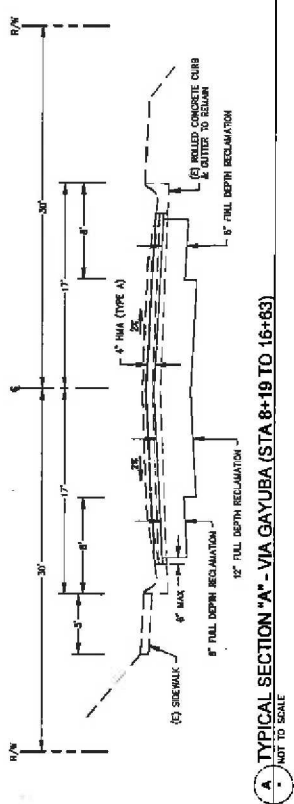
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 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)

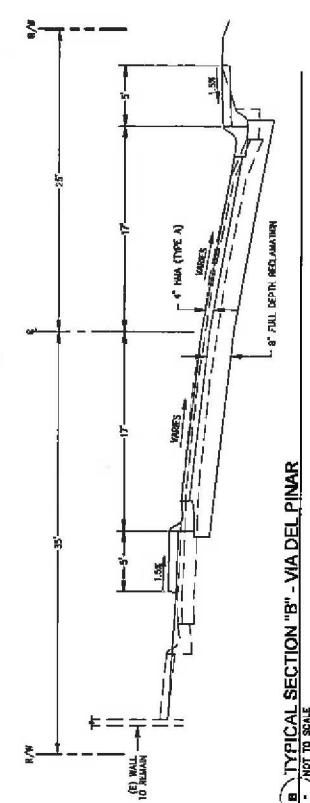
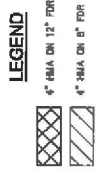
By: _____
(Signature)



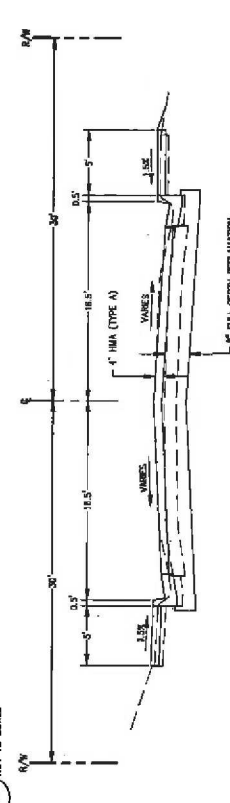
A TYPICAL SECTION "A" - VIA GAYUBA (STA 8+19 TO 16+63)
NOT TO SCALE

PAVEMENT DESIGN

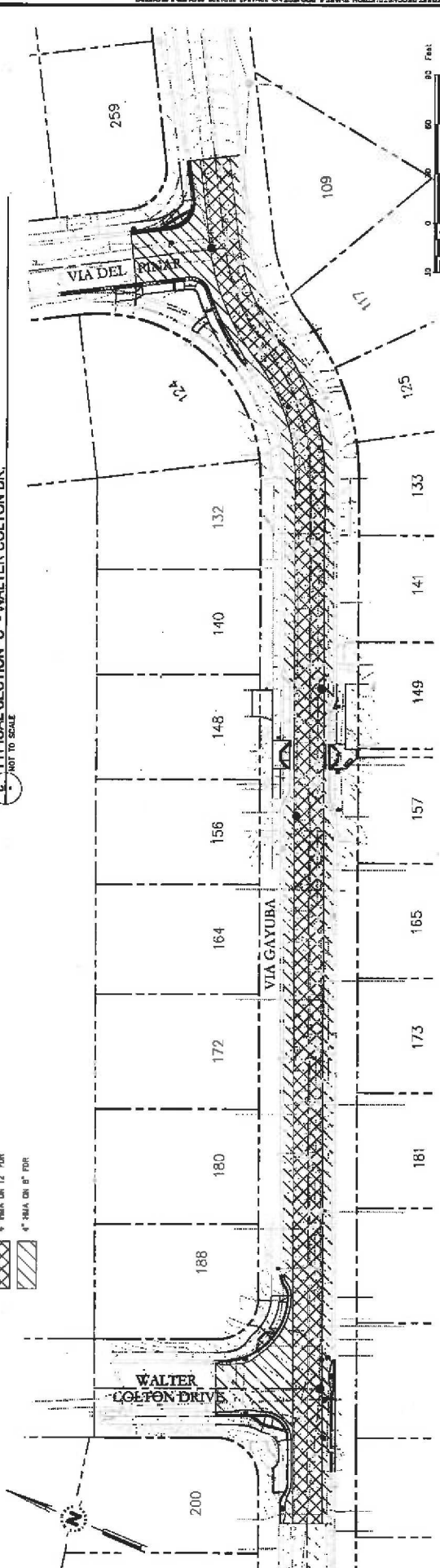
LOCATION	R	T.L.
VIA GAYUBA	25	6.5
VIA DEL PINAR	25	6.5
ON-STREET PARKING	5	5.5



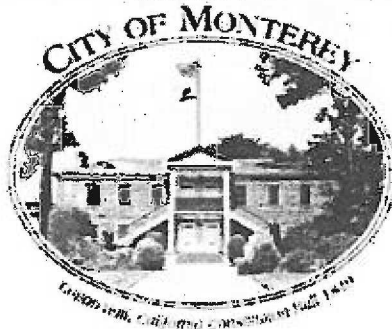
B TYPICAL SECTION "B" - VIA DEL PINAR
NOT TO SCALE



C TYPICAL SECTION "C" - WALTER COLTON DR.
NOT TO SCALE



<p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 680 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.346.3821 WEBSITE: WWW.MONTEREY.ORG</p>	<p>WHITSON ENGINEERS 6110 COAST MONTEREY, CA 93940 831.346.3821 • FAX 831.375-5808 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT</p>	<p>CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6 PROJECT NO. 30N1342, 30CT1302, 30CT1428 & 30CT1502 30N1342 & 30CT1428 VIA GAYUBA BID ALTERNATE #1</p>	<p>DATE: 12/20/17 DRAWN BY: ALT1 SHEET 11A OF 28</p>
		<p>SCALE: 1" = 30'</p>	

APPENDIX A: Bid Proposal Forms

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR
CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

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

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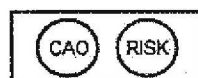
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

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: Monterey Peninsula Engineering
Company Name

Peter J. Tasmuth Signature
Manager

11/11/13
Date



CITYWIDE ADA RAMPS AND STREET RECONSTRUCTION, PHASE 6
VIA GAYUBA/WALTER COLTON (30N1342)
VIA GAYUBA RESURFACING (35C1428)
YORK ROAD (35C1553C)
PERRY LANE (35C1553C)
VETERANS PARK ROAD (30C1308)

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	1	LS	65,000-	65,000-
2	Storm Water Compliance	1	LS	15,000-	15,000-
3	Traffic Control	1	LS	107,000-	107,000-
4	Construction Surveying	1	LS	22,000-	22,000-
5	Sawcut AC Pavement	3,311	LF	2-	6,622-
6	Sawcut Concrete Curb and Gutter	14	EA	210-	2,940-
7	Sawcut Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	50	LF	16-	800-
8	Cold Plane AC Pavement (3" Depth)	26,770	SF	0.62	16,602-
9	Full Depth Reclamation - Cement (18" Depth)	11,200	SF	6.30	70,560-
10	Full Depth Reclamation - Cement (15" Depth)	15,500	SF	4.50	69,750-
11	Full Depth Reclamation - Cement (12" Depth)	12,553	SF	5.10	64,020.30
12	Full Depth Reclamation - Cement (9" Depth)	21,277	SF	3.25	69,150.25
13	Remove AC Pavement and Base	1	LS	60,000-	60,000-
14	Remove Concrete Curb and Gutter	412	LF	26-	10,712-
15	Remove Concrete Cross-Gutter	160	SF	17-	2,720-
16	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing and Driveway	4,932	SF	4.40	21,700.80
17	Remove Storm Drain Inlet	1	EA	2,700-	2,700-

Revised per Addendum No: 1

18	Salvage and Reinstall Brick Driveway	135	SF	47-	6,345 -
19	Salvage and Reinstall Bench	1	EA	1,000-	1,000 -
20	Adjust Manhole Cover to Grade	12	EA	900-	10,800 -
21	Adjust Valve Cover to Grade	6	EA	500-	3,000 -
22	Adjust Water Meter Box to Grade	3	EA	700-	2,100 -
23	Adjust CATV Box to Grade	1	EA	500-	500 -
24	Adjust Monument Cover to Grade	1	EA	500-	500 -
25	Adjust Catch Basin to Grade	1	EA	6,000-	6,000 -
26	Reconstruct Manhole Top	3	EA	5,000-	16,800 -
27	Reconstruct Monument	4	EA	600-	2,400 -
28	12" Storm Drain	121	LF	175-	21,175 -
29	15" Storm Drain	50	LF	220 210	10,500 -
30	18" Storm Drain	326	LF	145-	47,270 -
31	Concrete Trench Backfill	1	LS	4,000-	4,000 -
32	Standard Catch Basin	5	EA	6,000-	30,000 -
33	Storm Drain Manhole	1	EA	12,500-	12,500 -
34	Earthwork	1	LS	70,000-	70,000 -
35	Class 2 Aggregate Base	1	LS	22,000-	22,000 -
36	4.5" HMA (1/2" Type A, No RAP in top lift)	11,200	SF	4.30	48,160 -
37	4" HMA (1/2" Type A, No RAP in top lift)	34,330	SF	3.40	116,722 -
38	3" HMA (1/2" Type A, No RAP)	3,150	SF	4.40	13,860 -
39	2" HMA (1/2" Type A, No RAP)	31,354	SF	2 -	62,708 -
40	1" HMA (3/8" Type A) (Leveling Course)	25,553	SF	1.20	30,663.60
41	HMA (1/2" Type A) (Variable-Thickness Leveling Course)	1,217	SF	5 -	6,085 -
42	Paving Grid (Class II with 1" Openings)	26,770	SF	1.20	32,124 -
43	Shoulder Backing	3,900	SF	3 -	11,700 -
44	Asphalt Dike, Type E	445	LF	11-	4,895 -
45	Raise/Restore Rolled AC Berm	750	LF	13-	9,750 -
46	Concrete Curb and Gutter	126	LF	76-	9,576 -
47	Concrete Rolled Curb and Gutter	177	LF	64 -	11,328 -

Appendix A, Page 4
Revised per Addendum No. 1

48	Concrete Valley Gutter (Modified, 18" - wide)	585	LF	41 -	23,925 -
49	Concrete Vertical Curb	120	LF	74 -	8,880 -
50	Concrete Retaining Curb	20	LF	90 -	1,800 -
51	Concrete Sidewalk	2,156	SF	16 -	34,496 -
52	Concrete Curb Ramp	788	SF	23 -	18,124 -
53	Detectable Warning Surface	118	SF	29 -	3,422 -
54	Concrete Residential Driveway	3,092	SF	15 -	46,380
55	Reset of Relocate Roadside Sign	7	EA	350 -	2,450 -
56	Remove Roadside Sign	1	EA	165 -	165 -
57	Pavement Markings (2-coat paint)	891	SF	11 -	9,801 -
58	Detail 22 Stripe (Thermoplastic)	1,053	LF	3 -	3,159 -
59	Detail 27B Stripe (Thermoplastic)	580	LF	1.30	754 -
60	Detail 38A Stripe (Thermoplastic)	32	LF	2.70	86.40
61	Detail 39 Stripe (Thermoplastic)	115	LF	2 -	230 -
62	Detail 39A Stripe (Thermoplastic)	123	LF	2 -	246 -
63	Pavement Marker, Type BB	4	EA	28 -	112 -
64	Planter Area, Type 1	1,972	SF	5 -	9,860 -
65	Traffic Signal and Lighting	1	LS	5,500 -	5,500 -
66	Record Drawings	1	LS	1,600 -	1,600 -
TOTAL BASE BID (ITEMS 1 THROUGH 66) (In Words)					(In Figures)
One million four hundred & four thousand two hundred forty nine dollars & thirty four cents					\$ 1,404,249.55

ALTERNATE BID

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
67	Demolition, Earthwork, Subgrade Preparation, and Hot Mix Asphalt (6" thick, 3/4" agg. No RAP in top lift)	65,000	SF	2.50 2.50 -	1,625,000 1,625,000 -
68	Full Depth Reclamation - Cement (12" Depth)	15,200	SF	5.25 -	79,800 -
69	Full Depth Reclamation - Cement (8" Depth)	12,900	SF	5.15 -	66,435
70	4" HMA (1 1/2" Type A, No RAP in top lift)	26,900	SF	4.00 -	107,600 -

TOTAL ADDITIVE ALTERNATE BID (ITEMS 67 THROUGH 70) (In Words)	(In Figures)
<u>Seven hundred & Forty-one thousand,</u> <u>three hundred & thirty-five dollars</u>	\$741,335

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 66).

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.: 917435 Class: A 2442 Expiration date: 4/30/18

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 000000094

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

Monterey COUNTY, CALIFORNIA, ON 11/16, 2018.

Name of Firm: Monterey Peninsula Engineering
 Address: 192 Healy Avenue, Marina, CA 93933
 Telephone: (831) 324-4081
 Email: peter@mpa2000.com

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

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


 Signature

Peter J. Taormina, Manager
 Printed Name and Title

Monterey Peninsula Engineering A Partnership

License #972425 Class: A,B, Haz Expires:4/30/2018

Monterey Peninsula Engineering Inc., a general partner

MPE Management Group, a general partner

Bart J. Bruno, Manager

James B. Bruno, Manager

Paul B. Bruno, Manager

Peter J. Taormina, Manager

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:

DATE RECEIVED

11543

Age Group	Total (%)	Male (%)	Female (%)	Male (%)	Female (%)
18-24	15	15	15	15	15
25-34	25	25	25	25	25
35-44	35	35	35	35	35
45-54	45	45	45	45	45
55-64	55	55	55	55	55
65-74	65	65	65	65	65
75+	75	75	75	75	75

[illegible]

1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808

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:

see attached

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name

MONTEREY PENINSULA ENGINEERING		AS OF			
JOB INVENTORY LIST - 2008 - 2018		2-May-17			
YEAR	JOB NAME	Customer	Contact Person	Phone #	FINAL CONTRACT
2008	FIFTH PRIORITY PIPELINE REPLACEMENT PROJECT	PEBBLE BEACH COMM SVCS DIST.	MIKE NICCUM	831-847-6804	\$3,862,747.81
	SALINAS RIVER DIVERSION FACILITY (SRUF)	MWRPCA	VINOD BADANI	510-428-4721	\$1,835,800.00
	VEGA MUTUAL WATER ASSESSMENT DISTRICT PROJECT	PAJAROSUNNY MESA COMMUNITY SERVICES	TOM YEAGER	650-852-2820	\$2,826,293.00
	SAN JUAN BAUTISTA RESERVOIR PROJECT	CITY OF SAN JUAN BAUTISTA	CHRIS MORRISON	925-827-4729	\$1,644,210.00
2009	CAJAL PARK PUMP STATION PROJECT	CITY OF MORGAN HILL	JULIE BEHZAD	408-778-6480	\$629,500.00
	PACIFIC GROVE MIDDLE SCHOOL TRACK PROJECT	PACIFIC GROVE UNIFIED SCHOOL DISTRICT	ROBIN BLAKLEY	831-646-6509	\$442,535.00
	NORTHEAST LANDSCAPE PROJECT	HARTNELL COMMUNITY COLLEGE	DAMON FELICE	831-770-7044	\$1,223,000.00
	WEST BRANCH SOQUEL CREEK FISH BARRIER REMOVAL	RESOURCE CONS DIST CNTY OF SANTA CRUZ	KELLI CAMARA	831-454-2860	\$785,700.61
2010	APTOS TRANSMISSION MAIN RELOCATION PROJECT	COUNTY OF SANTA CRUZ	HDR-RON PERKINS	516-817-4700	\$6,836,000.00
	EARTHBOUND FARMS	EARTHBOUND FARMS	RICHARD PAULUS	831-823-7880	\$1,508,000.00
	GREEN VALLEY ROAD REHABILITATION PHASE 2	CITY OF WATSONVILLE	MURRAY FONTES	831-768-3117	\$2,238,000.00
	CAMINO AGUAJITO WATER MAIN	CALIFORNIA AMERICAN WATER	TOM BRUNET	918-995-2993	\$1,850,000.00
	GRAHAM HILL RD IMPROVEMENT PROJECT	COUNTY OF SANTA CRUZ	RUSSEL ALBRECHT	831-477-3963	\$2,397,000.00
2011	HYLAND ORIEL RANCHO WY STORM DRAIN & ST IMPROV	MONTEREY CNTY RESOURCE MGMT AGENCY	NICK NICHOLS	831-758-5386	\$1,409,866.94
	MPC PARKING LOT B EXPANSION PROJECT	MONTEREY PENINSULA COLLEGE DIST	SUMNER NARANJO	831-848-4808	\$865,500.00
	FREEDOM BOULEVARD RECONSTRUCTION PROJECT	CITY OF WATSONVILLE	MURRAY FONTES	831-768-3117	\$1,105,787.00
	ROAD REHABILITATION PROJECT	CITY OF HOLLISTER	DAVID RUBCIG	831-636-4340	\$1,296,439.33
2012	LA MESA CLIFFS	CLARK BUILDERS GROUP	ALLEN BRANDY	831-653-2726	\$2,003,534.00
	KENNETH & JUDSON STREETS MAIN REPLACEMENT	CALIFORNIA AMERICAN WATER	GARY HOFSCHEIER	831-846-3253	\$672,879.00
	HUCKLEBERRY HILL WATER STORAGE TANK	PEBBLE BEACH COMM SVCS DIST.	MIKE NICCUM	831-647-6804	\$1,078,780.00
	KIDNEY IMPROVEMENT PHASE 2	CLARK BUILDERS GROUP	ALLEN BRANDY	831-653-2726	\$804,775.00
	CARMEL VALLEY RD @ VIA DEL SOL THRU ARE'S TO ARMP'S SIGN MAIN REPLACEMENT	CALIFORNIA AMERICAN WATER	GARY HOFSCHEIER	831-846-3253	\$705,130.00
	CALABASAS ROAD IMPROVEMENTS BRADFORD RD TO BUENA VISTA DR	COUNTY OF SANTA CRUZ	RUSSELL CHEN	831-454-2180	\$454,236.00
	REGULATORY OF PAST WATER PUMP STATION & A POND MAIN REPLACEMENT	CITY OF PACIFIC GROVE	MIKE ZIMMER	831-648-5722	\$1,799,309.00
	URBAN RUNOFF DIVERSION - PHASE 3	CITY OF PACIFIC GROVE	MIKE ZIMMER	831-648-5722	continued with above project
2013	OCEAN STREET SEWER	CITY OF SANTA CRUZ	STEVE WOLFMAN	831-420-8428	\$1,148,787.00
	2013 SEASIDE MAIN REPLACEMENTS PHASE 1 & 314	CALIFORNIA AMERICAN WATER	GARY HOFSCHEIER	831-846-3253	\$1,046,596.00
	RESERVATION ROAD IMPROVEMENTS PROJECT	CITY OF MARINA	EDRIE DE LOS SANTOS	831-884-1212	\$2,034,637.90
	WATER MAIN REPLACEMENT PROJECT	CITY OF SANTA CRUZ	RYAN ERNST	831-420-5429	\$770,316.00
	PACIFIC GROVE MIDDLE SCHOOL SITE IMPROVEMENTS	PGUSD	RICK MILLER	831-646-6809	\$721,755.00
	INSTALLATION OF CAL WATER STATION 15	CALIFORNIA WATER SERVICE CO	DEVI PRASANNA	408-367-8393	\$681,198.00
2014	DAVIS ROAD CLASS II BIKEWAY PROJECT 14-869425	MONTEREY COUNTY RESOURCE MANG AG	JONATHAN PASCUA	831-758-5953	\$921,212.00
	MONTEREY SANITARY SEWER REPAIRS	CITY OF MONTEREY	LORI LYNN WILLIAMSON	831-242-8746	\$2,129,548.00
	BROADWAY AVENUE STREET REHABILITATION	CITY OF SEASIDE	LESLIE LLANERO	(831) 899-8700	\$614,182.00
	PUMP STATION P-5 REHABILITATION PROJECT	PEBBLE BEACH COMM SVCS DIST.	LOREN WEINBRENNER	510-428-4733	\$239,500.00
	SANITARY SEWER MANHOLE PIPELINE REPAIR REHABILITATION	SOUTHWEST PIPELINE	RON BOLGER	310-329-8717	\$1,237,280.00
	OLYMPIA MUTUAL WATER CONSOLIDATION PROJECT	SAN LORENZO VALLEY WATER DIST.	ROB MENZIES	831-430-4818	\$1,408,596.00
	OAK RIDGE VIA DEL SOL	AROMAS WATER DISTRICT OFFICE	VICKI MORRIS	831-729-3155	\$1,768,390.00
	SPRINGHILL SUITES - MARINA	COVENANT CONSTRUCTION	ORVILLE WILLIAMS	569-361-5868	\$2,248,000.00
	LAGUNA SECA ANNUAL MAINTENANCE & REPAIR PARK EDWYS	MONTEREY COUNTY PARKS DEPT	RICHARD RIDDLE	831-759-3604	\$699,100.30
	GAVILAN COLLEGE PARKING LOT C EXTENSION	GAVILAN JOINT COMMUNITY COLLEGE	EDGAR ESQUIBEL	408-864-6288	\$891,073.00
	2014 SEASIDE MAIN REPLACEMENT	CAL AM	GARY HOFSCHEIER	831-846-3253	\$287,035.00
	EMERGENCY REPAIR OF SINKHOLE @ WEST CLIFF & WOODROW	CITY OF SANTA CRUZ	STEVE WOLFMAN	831-420-8428	\$179,600.00
	TEST BLANT WELL-CIVIL WORK PROJECT	CAL AM	DOUGLAS A FRASER	831-236-4494	\$631,400.00
	DOMESTIC TREATMENT AND PUMP STATION @ PUEBLO CAPRANO, 2 W/IN 6750000 - 10000000	MWRPCA	JERRY VALLAJO	831-372-3387	\$627,500.00
	CAPITAL PROJECTS PHASE 7 FOR WASTEWATER COLLECTION SYSTEM	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-6722	\$1,039,921.00
	REGIONAL WATER SYSTEM PERTINENT NO 2,3 & 4 - HWY 9	SAN LORENZO VALLEY WATER DIST.	RICK ROGERS	831-438-2183	\$5,733,682.00
2015	CALIFORNIA CENTRAL COAST VETERANS CEMETARY	THE STATE OF CALIFORNIA	GORDON TESSMAN	889-886-1443	\$1,280,000.00
	SALINAS SOURCE WATER-AND WASTEWATER DIV PROJECT	MWRPCA	JENNIFER GONZALEZ	831-883-6172	\$1,166,000.00
	2015 DRAIN REPLACEMENT PROJECT	CAL AMERICAN WATER	GARY HOFSCHEIER	(831) 646-3253	\$936,074.00
	2014 STREETS PROJECT PHASE II	CITY OF CARMEL	SHARON FRIEDRICHSEN	620-2000	\$641,120.00
	LODGE AREA UTILITY IMPROVEMENT PROJECT	PEBBLE BEACH COMM SERVICES	NICK BECKER	(831) 647-5605	\$2,026,610.00
	SAN LORENZO RIVER PARKWAY PHASE II PROJECT	CITY OF SANTA CRUZ	JOSHUA SPANGRUD	831-420-5180	\$304,298.50
	WEST HILL WATER TREATMENT PLANT - (BART)	SAN BENITO COUNTY WATER DISTRICT	DEAN BAILEY/JOHN WEST	(916) 924-0344	\$1,846,000.00
	WELL NO. 4 PUMP STATION	SPRECKELS WATER COMPANY	WILLIAM GUSTAVSON	530-661-0109	\$343,920.00
	VARIOUS ADA CURB RAMPS AND STORM DRAIN UPGRADE PROJECTS	CITY OF MONTEREY	MARYN MILLER	831-242-8773	\$268,756.00
2016	KING ELEMENTARY SCHOOL ELECTRICAL SERVICE REPLACEMENT	MPUSD	LOU BARTLEY	831-649-4442	\$925,000.00
	ALANZA WATER TANK	PUSD	ADAM LINT	831-796-2380	\$1,170,000.00
	OAK CANYON BOOSTER STATION REHABILITATION PROJECT	CITY OF MORGAN HILL	DAVID GITTLESON	408-778-6480	\$1,592,000.00
	CLARK AND COSKY LIFT STATION IMPROVEMENTS	MCWD	PATRICK BREEN	831-883-5951	\$1,192,328.00
	DEL MONTE BLVD PAVEMENT REHABILITATION	CITY OF SEASIDE	LESLIE LLANERO	831-899-8700	\$343,852.90
	2016 STREET PROJECTS	CITY OF CARMEL BY THE SEA	SHARON FRIEDRICHSEN	831-620-2009	\$1,121,938.00
	LOWERS POINT WATERFED STORM DRAINAGE & SANITARY SEWER IMPROVEMENTS	CITY OF PACIFIC GROVE	DANIEL GHO	831-648-6722	\$3,549,020.00
	8TH & INTER-GARRISON ROAD ABOUT COLUMB	CSUMB	REYOLA CARLISLE	831-582-3508	\$2,388,000.00
	GWTP RELOCATION FORT ORD	US ARMY	ROBERT LIFLAND	618-372-3125	\$3,647,780.00
	EAST OXNABURG AVENUE WATER MAIN PROJECT	CITY OF MORGAN HILL	DAVID GITTLESON	408-778-6480	\$1,475,400.00
	DEL MONTE BLVD & BEACH RD IMPROVEMENT PROJECT	CITY OF MARINA	EDRIE DE LOS SANTOS	831-884-1212	\$1,952,046.50

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
ABEL'S CONCRETE INC.	642250	1000011138	PERRIS, CA	CONCRETE
GRIFFIN SOIL	791232	1000004572	WHITTIER, CA	SOIL REMEDIATION
CHRIS P CO.	374600	1000000306	PLEASANTON, CA	STRIPING
TELFER	1005314	1000027901	MARTINEZ, CA	PAVING, ETC.

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, Peter J. Taormina the Manager of
 (Name) (Title)
Monterey Peninsula Engineering 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.

Monterey Peninsula Engineering
 (Contractor Name)

By: _____
 (Signature)

Peter J. Taormina, Manager

PERFORMANCE BONDBOND NO. 929621982PREMIUM: \$7,723.00

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

***Citywide ADA Ramps and Street Reconstruction - Phase 6

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 THE CONTINENTAL INSURANCE COMPANY as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of One Million Four Hundred Four Thousand Two Hundred Forty Nine and 35/100 dollars (\$ 1,404,249.35) 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 March 6, 2018.

MONTEREY PENINSULA ENGINEERING

By

PRINCIPAL

Peter J. Tacina, Manager

By:

PRINCIPAL

THE CONTINENTAL INSURANCE COMPANY

By:

ATTORNEY-IN-FACT Edward C Spector

CALIFORNIA ALL-PURPOSE 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.

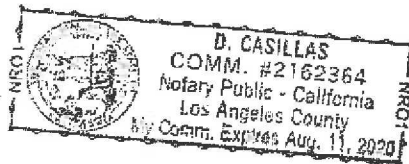
State of California

County of Los Angeles

On MAR 06 2018 before me, D. Casillas, Notary Public, personally appeared Edward C. Spector 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

D. Casillas
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

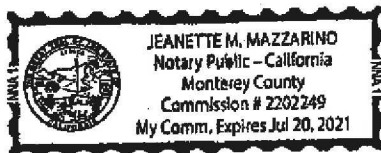
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California

County of Monterey

On March 12, 2018 before me, Jeanette M. Mazzarino, Notary Public, personally appeared Peter Taormina who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Jeanette M. Mazzarino, Notary Public

-----OPTIONAL-----

DOCUMENT AND SIGNER

RE: Performance Bond to City of Monterey

Date of Document: March 6, 2018

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Kristine Mendez, Daravy Mady, Lisa K Crail, Simone Gerhard, B Aleman, Benjamin Lee Wolfe, K D Conrad, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires February 12, 2021

S. Eich
S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____ MAR 06 2018.



The Continental Insurance Company

D. Bult
D. Bult Assistant Secretary

Form F6850-4/2012



PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: 929621982

MONTEREY PENINSULA

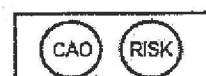
KNOW ALL MEN/WOMEN BY THESE PRESENT that we, ENGINEERING as Principal (also referred to herein as "CONTRACTOR"), and THE CONTINENTAL INSURANCE COMPANY as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of One Million Four Hundred Four Thousand Two Hundred Forty Nine and 35/100 Dollars (\$1,404,249.35), 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 ***, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated 1/9/2018, 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;

***Citywide ADA Ramps and Street Reconstruction - Phase 6

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

6th day of March, 2018

THE CONTINENTAL INSURANCE COMPANY

Surety

By: *Ala*

Edward C Spector, Attorney-In-Fact

Print Name/Title

555 Mission St, Ste 200
San Francisco, CA 94105

Address

(415) 932-7079

Telephone Number

luis.espinoza@cna.com

Email Address

MONTEREY PENINSULA ENGINEERING

Principal

By: *[Signature]*

Peter J. Taormina, Manager

Print Name/Title

192 Healy Ave
Marina, CA 93933

Address

(831) 384-4081

Telephone Number

Sandra@mpe2000.com

Email Address

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

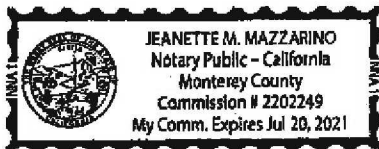
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California

County of Monterey

On March 12, 2018 before me, Jeanette M. Mazzarino, Notary Public, personally appeared Peter Taormina who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Jeanette M. Mazzarino, Notary Public

-----OPTIONAL-----

DOCUMENT AND SIGNER

RE: Payment Bond to City of Monterey

Date of Document: March 6, 2018

CALIFORNIA ALL-PURPOSE 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.

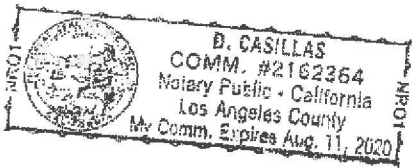
State of California

County of Los Angeles

On MAR 06 2018 before me, D. Casillas, Notary Public, personally appeared Edward C. Spector 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 *D. Casillas*
Signature of Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Kristine Mendez, Daravy Mady, Lisa K Crail, Simone Gerhard, B Aleman, Benjamin Lee Wolfe, K D Conrad, Individually

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

- In Unlimited Amounts -

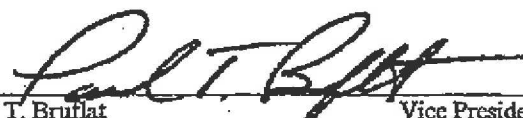
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.

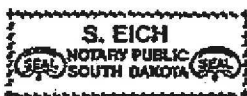


The Continental Insurance Company


Paul T. Bruflatt Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflatt to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires February 12, 2021


S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of MAR 06 2018



The Continental Insurance Company


D. Bult Assistant Secretary

Form F6850-4/2012



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Manager of Monterey Peninsula Engineering 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 12th day of January, 2012 in Marina [city], Monterey County, California.

Signature

Peter J. Taormina, 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 been 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 16th day of January, 2018, in Marina [city], Merced County, California.

Signature

Peter J. Terry, Manager
Printed Name and Title



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

I, Peter J. Taormina, a licensed contractor, or responsible managing officer, of the company known as Monterey Peninsula Engineering, 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

Peter J. Taormina, Manager
Printed Name and Title

January 16, 2018
Date