PUBLIC WORKS CONTRACT (Formal Bid)

POM Building 652 Floor Covering Replacement Project (DPW-17045)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 10 day of MAY 2018, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and CONTINENTAL FLOORING COMPANY DBA ARIZONA CONTINENTAL FLOORING COMPANY hereinafter referred to as the "Contractor";

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for POM Building 652 Floor Covering Replacement Project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated March 26, 2018, for the **Total Base Bid** in an **amount not to exceed Two Hundred Forty-Five Thousand Four Hundred Eighty-Eight dollars ($245,488 .00)** 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 one hundred (100) working days** from the effective date of the Notice to Proceed.

3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.6 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 April 17, 2018 by Resolution 18-047 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

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

CONTINENTAL FLOORING COMPANY DBA ARIZONA CONTINENTAL FLOORING COMPANY:

By: _____
Christopher L. Coleman, President

T00012-CA (v. 2.3 – 9/13/2017)

CAO RISK

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

PRESIDIO OF MONTEREY
BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

FORMAL BID

This is a Presidio Municipal Services Agency (PMSA) Project

REGISTERED PROFESSIONAL ENGINEER
STEVE J. WITTRY
NO. 61620
CIVIL
STATE OF CALIFORNIA

TECHNICAL SPECIFICATIONS APPROVED BY:

ENGINEER

DATE: 1 MARCH 2018

APPROVED FOR CONSTRUCTION:

CITY ENGINEER

DATE: 3/1/18

REGISTERED PROFESSIONAL ENGINEER
Elvira Nodora Morle-Camacho
No. 60577
12/31/18
CIVIL
STATE OF CALIFORNIA

Master Specification Revision: 02/01/2018

Project Specification Revision:

CAO RISK

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PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS 1
SPECIFICATIONS AND BID FORMS 1
MANDATORY PRE-BID CONFERENCE 1
PREVAILING WAGES 1
BID BOND 2
BID VALIDITY 2
RESPONSIBLE BIDDER 2
BID REJECTION 3
UNBALANCED BID 3
BIDDER PROTEST 3
INTERPRETATION OF SPECIFICATIONS 3
DEFINITIONS 4
PART II: PROPOSAL 1
BID SCHEDULE 1
BASIS OF AWARD 1
BID ITEM DESCRIPTIONS 2
ANCILLARY ITEMS 3
LUMP SUM PRICE BREAKDOWN 3
BID CLARIFICATION 3
DECLARATION OF BIDDER 4
ACKNOWLEDGEMENT OF ADDENDA 5
BIDDER'S STATEMENT OF QUALIFICATIONS 6
SUBCONTRACTOR'S LIST 7
NONCOLLUSION DECLARATION 8
DEBARMENT AND SUSPENSION CERTIFICATION 9
BID BOND 10
CERTIFICATION OF WORKERS' COMPENSATION INSURANCE 12
SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS 13
PART III: GENERAL PROVISIONS 1
BIDDING 1
CONTRACT AWARD AND EXECUTION 1
SAMPLE PUBLIC WORKS CONTRACT 2
PERFORMANCE BOND 3
PAYMENT (LABOR AND MATERIALS) BOND 4
SCOPE OF WORK 6
CONTROL OF WORK 7
CONTROL OF MATERIALS 10

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 11
PROSECUTION AND PROGRESS 16
PAYMENT 17
PART IV: SPECIAL PROVISIONS 1
GENERAL 1
PLANS AND SPECIFICATIONS 1
CONTRACT BONDS 1
TIME LIMITS 2
LICENSES AND PERMITS 2
SITE INSPECTION 2
SUBMITTALS 2
PROTECTION OF PRIVATE PROPERTY 3
CONSTRUCTION QUALITY CONTROL 3
GUARANTEE 5
REGULATIONS 5
PUBLIC SAFETY AND PROTECTION OF THE WORK 6
INDEMNIFICATION AND HOLD HARMLESS 6
INSURANCE 6
RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS 9
RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER $375,000 11
PRE-CONSTRUCTION CONFERENCE 11
LIQUIDATED DAMAGES 12
CONSTRUCTION PROCEDURE 12
TRAFFIC CONTROL 13
REMOVAL OF OBSTRUCTIONS 15
UNDERGROUND UTILITIES 15
UTILITY COMPANY COORDINATION 15
CONTRACT PLANS AND SPECIFICATIONS 15
DUST CONTROL 15
CONNECTION TO EXISTING UTILITIES 15
SANITARY FACILITIES 16
INSPECTION OF WORK 16
RECORD DRAWINGS 16
MILITARY INSTALLATION SECURITY REQUIREMENTS AND POLICIES 16
PMSA PROJECT CLOSE OUT 17
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 17
TREE PROTECTION REQUIREMENTS 20
TECHNICAL SPECIFICATIONS 23
LOGISTICS 23
REMOVAL OF EXISTING FLOOR COVERING AND RUBBER COVE BASE 23

NEW FLOOR COVERING SYSTEM 23
APPENDIX A: BID PROPOSAL FORMS 1
APPENDIX B: FORM 7- INSTALLATION ACCESS APPLICATION 1
APPENDIX C: ENVIRONMENTAL PROTECTION PLAN 1
APPENDIX D: CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN 1
APPENDIX E: HAZARDOUS MATERIAL SURVEY REPORT 1
APPENDIX F: iWATCH AND USAG OPERATIONS SECURITY (OPSEC) TRAINING FOR CONTRACTORS 1

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CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., March 20, 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 a project entitled "Building 652 Floor Covering Replacement " at the Presidio of Monterey, in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, the removal and recycling of existing VCT floor covering and associated cove base, concrete floor preparation and installation of approximately 15,550 SF of new 18"x18"x1/8", commercial grade, Endura sculptured surface rubber tile, by Burke Flooring, or approved equal and approximately 4950 LF of 4" x1/8" commercial rubber cove base by Burke Mercer or approved equal. Also, included is the logistics for the temporary relocation of existing furniture and appliances to allow construction and placing back furniture and appliances after installation of new floor covering and miscellaneous work for a complete in place new rubber tile flooring for the three story barracks building..

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class 15 "Flooring and Floor Covering" or Class B "General Building Contractor", 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.

SPECIFICATIONS AND BID FORMS

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

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference is scheduled for **10:00 a.m. on March 9, 2018.** Meeting area shall be at the Presidio of Monterey Museum parking lot, Cpl Ewing Road, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions within the Presidio of Monterey. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid. Contractors must have valid federally recognized ID, with them to enter the Military Installation. Attendees of the pre-bid conference may contact Elvie Camacho P.E. (831)760-2275 for more information.

PREVAILING WAGES

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

effective at the time of the call for bids.

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

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

BID BOND

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

BID VALIDITY

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

RESPONSIBLE BIDDER

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

1. Standards of Responsibility: The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:

    a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:

        i. Adequate workforce to meet multiple critical work schedules at once;

        ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;

    b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;

    c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an

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

d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;

e. The legal qualifications to contract with the City; and

f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.

2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.

3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.

4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

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

UNBALANCED BID

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

BIDDER PROTEST

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

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager Elvie Camacho, 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:

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

PRESIDIO OF MONTEREY
BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

CITY OF MONTEREY

PART II: PROPOSAL

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Environmental Pollution Prevention Compliance	1	LS	N/A	$1,000.00
3	Logistics	1	LS		
4	Removal and Recycle or Disposal of Existing Floor Covering (Rubber Tile)	15550	SF		
5	Removal and Disposal of Existing Cove Base	4950	LF		
6	Install New Commercial Rubber Tile Flooring	15550	SF		
7	Install New 4" Rubber Cove Base	4950	LF		
	TOTAL BASE BID (ITEMS 1 THROUGH 7) (In Words) _____ _____				**(In Figures)** **$**

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 7)

BID ITEM DESCRIPTIONS

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

1. Mobilization and Demobilization

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

2. Environmental Pollution Protection Compliance

Measurement and Payment for this item shall be pre-determined lump sum (LS) amount of $1000.00. Payment shall be for all the costs associated in the compliance of all environmental pollution protection. 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", "Environmental Protection Plan (EPP) and Construction Demolition (C&D) Debris Management Plan of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes pertaining with Environmental Pollution Protection. Also included is providing and installing storm water pollution 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. Logistics

Measurement and Payment for this item shall be determined on a lump sum (LS) basis and payment shall be for furnishing all labor, materials, tools, equipment, and incidentals, for work involved with the temporary relocation of furniture and appliances to provide construction access. Also included in this bid item is putting back relocated furniture and appliances to their original locations following installation and curing.

4. Removal and Recycle or Disposal of Existing Floor Covering (VCT and Rubber Tile)

Measurement and Payment for these items shall be determined on a square foot (SF) basis. Payment shall be for furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing glue down VCT and rubber flooring. Also included in this bid items is the recycling of the existing flooring and or its proper disposal.

5. Removal and Disposal of Existing Cove Base

Measurement and Payment for this item shall be determined on a lineal foot (LF) basis and payment shall be for furnishing all labor, materials, tools, equipment, and incidentals necessary to remove rubber cove base. Also included in this bid items is the recycling of cove base and or its proper disposal.

6. Install New Commercial Rubber Tile Flooring

Measurement and Payment for this item shall be determined on a square foot (SF) basis and payment shall be for furnishing all labor, materials, tools, equipment, and incidentals necessary to install new 18"x18"x1/8" commercial rubber tile flooring (two tile patterns as shown on the plan) including necessary sub floor preparation. Also included is the replacement of door thresholds as shown on the plan.

7. Install New 4" Rubber Cove Base

Measurement and Payment for this item shall be determined on a lineal foot (LF) basis and payment shall be for furnishing all labor, materials, tools, equipment, and incidentals necessary to install new 4" rubber cove base.

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.

DECLARATION OF BIDDER

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

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.: _____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

_____

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, in _____ County, California.

_____ _____

Authorized Signatory 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	DATE RECEIVED
1. _____ Authorized Signatory	_____
2. _____ Authorized Signatory	_____
3. _____ Authorized Signatory	_____
4. _____ Authorized Signatory	_____
5. _____ Authorized Signatory	_____
6. _____ Authorized Signatory	_____

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

BID BOND
(To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: Presidio of Monterey Building 652 Flooring Covering Replacement (DPW-17045)

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

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

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

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

[CONTINUED NEXT PAGE]

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

_____
(Bidder/Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

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

_____
(Typed or Printed Name of Attorney-In-Fact)

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

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

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I,_____ the _____of
(Name) (Title)

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

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

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

   a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

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

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

_____
(Contractor Name)

By:_____
(Signature)

_____

SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS

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

√	Product	Model Number	Manufacturer	Product Rating/Certification
___	Rubber Tile Flooring:	Endura	Burke Flooring	Commercial Grade, 10 yr. warranty
___	Rubber Tile Flooring:	_____	_____	_____
___	Rubber Cove Base:	SBR	Burke Mercer	¼" thick
___	Rubber Cove Base:	_____	_____	_____

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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)

PRESIDIO OF MONTEREYBUILDING 652 FLOOR COVERING REPLACEMENT DPW-17045

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 PRESIDIO OF MONTEREYBUILDING 652 FLOOR COVERING REPLACEMENT DPW-17045]. 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 fifty (50) working days** from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [*Month Day, Year*] by Resolution [##-###] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
   A. Plans and Specifications
   B. Accepted Proposal
   C. Performance Bond
   D. Payment Bond (labor and materials)
   E. Non-Collusion Declaration
   F. Debarment and Suspension Certification

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

ATTEST:	CITY OF MONTEREY:	[*INSERT CONTRACTOR NAME*]:
By: _____ City Clerk	By: _____ City Manager, or his designee	By: _____ [*Insert Name, Title*]

PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

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

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

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

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

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

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

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

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 Presidio of Monterey Building 652 Floor Covering Replacement (DPW-17045), 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

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

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

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

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or

unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

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

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

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

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

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

WORKER'S COMPENSATION

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

PATENTS

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

RIGHT OF PROPERTY

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

INCREASED FORCE

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

LIABILITIES

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

PROSECUTION AND PROGRESS

GENERAL

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

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

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

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

SUSPENSIONS AND DELAYS

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

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

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

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

PAYMENT

GENERAL

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

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

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

PROGRESS PAYMENTS

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

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

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as

part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

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

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

PAYMENT AFTER CONTRACT ACCEPTANCE

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

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

PRESIDIO OF MONTEREY
BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

PART IV: SPECIAL PROVISIONS

GENERAL

In general, the work consists of, but is not limited to, the work consists of removal and recycling of existing VCT floor covering and associated cove base, concrete floor preparation and installation of approximately 15,550 SF of new 18"x18"x1/8", commercial grade, Endura sculptured surface rubber tile, by Burke Flooring or approved equal, and approximately 4950 LF of 4" x1/8" commercial rubber cove base by Burke Mercer or approved equal. Also, included is the logistics for the temporary relocation of existing furniture and appliances to allow construction and placing back furniture and appliances after installation of new floor covering and miscellaneous work for a complete in place new rubber tile flooring for the three story barracks building.

The intent of the project is to replace deteriorating floor covering. Construction access and operation shall be limited to one floor at a time.

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.

All bonds must be signed by principal(s) of the Contractor. All required signatures on the bond must be notarized. The surety's Attorney-in-Fact must sign all copies of the bonds, impress or affix the corporate seal on each copy, and provide one current copy of the Power of Attorney for the Attorney-in-fact.

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

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

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 **100 working days** from the effective date of the Notice to Proceed. This includes material procurement.

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.

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 with the submittal item pertains to.

4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.

2. Submittals shall contain all required information such as shop drawings, product data, etc.

3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.

4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.

5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

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-floor moisture testing
      Adhesive system
      Rubber tile installation
      Cove Base installation

b. Materials and Materials Certification:
   Adhesive system
   Rubber tile
   Rubber cove base

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. Flooring material shall have a 10 year wear warranty. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Department of 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-l.03 "Public Convenience" and 7-l.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 one year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES

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

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

ACCEPTABILITY OF INSURERS

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

WAIVER OF SUBROGATION

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

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

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

SPECIAL RISKS OR CIRCUMSTANCES

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

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 Presidio of

Monterey Building 271 Conference Room. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3921 not less than forty-eight (48) hours in advance of the meeting date and time.

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

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

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of one thousand five hundred ($1500.00) 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. Construction access and operations shall be limited to one floor (Wing A and Wing B) at a time. Contractor shall submit construction phasing plan and associated timeline for approval before commence of installation. Contractor shall coordinate with the Engineer and the building point of contact the dates of relocation seven day in advance to ensure that all furnishing and appliances will be emptied by Military personnel. Relocation shall be done after 5:00 pm on a Friday and weekends.

2. Two floors of the barracks building shall be occupied during construction. Contractor shall minimize dust and noise generation. Contractor shall not obstruct any passage ways of the occupied barracks floors.

3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.

4. Minimizing any hazard to the general public.

5. Proper handling of hazardous materials.

6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.

7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

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/trafficops/camutcd/docs/2014r2/CAMUTCD2014-Part6_rev2.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.

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.

MILITARY INSTALLATION SECURITY REQUIREMENTS AND POLICIES

JOBSITE SECURITY REQUIREMENTS

Contractor shall comply with all installation security requirements. The Presidio of Monterey, SATCOM, DMDC Building and Camp Roberts have a strict Entrance Security System that requires random searches of all vehicles. Every effort will be made to provide timely access, but may not always be possible. Cost for any security delays shall be ancillary to the project and no additional compensation shall be approved.

VEHICLES

Contractor personnel utilizing Contractor-owned or privately owned vehicles on Military Installations shall possess a valid State driver's license, vehicle registration and proof of insurance. Contractor shall have clearly identified vehicles with the name of the Contractor prominently displayed on both sides of the vehicle while working on an installation. Contractor shall adhere to installation parking policy.

ACCESS LIST AND OTHER PERSONNEL

Contractor shall submit an electronic version of POM Form 7 listing of all personnel that will be working on the project within seven (7) calendar days after receipt of the notice of award. Contractor shall submit a completed electronic version of the Application For Installation Access, POM Form 7 (see Appendices) together with electronic copy of personnel's valid driver's license or passport or any valid Federally recognized identification card to the City for Department of Army processing. List all personnel for inclusion on the base access roster to permit extended access to the Military Installation. An electronic version of POM Form 7 may be obtained from the City. Department of Army processing of the completed application generally takes approximately two weeks to complete. Personnel not included on the Access Roster (or without a DBIDS card) must follow daily gate access procedures, which can delay access onto the installation, especially during peak morning periods or if sponsors are not available and access is not guaranteed.

Contractor shall ensure that their employees shall observe and comply with the Army policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, park gratuities, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. Contractor's personnel shall be legal residents or citizens of the United States and shall be able to clearly communicate in the English language. Contractor shall ensure the Contractor's personnel do not present an appearance, such as would embarrass the Command or residents of POM, and that their conduct shall not reflect discredit upon the installation or the Department of the Army. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirements to provide personnel to perform adequate and timely service. The Contractor shall not hire off-duty or former Government employees whose employment would result in a conflict with the Joint Ethics Regulations DOD 5500.7-R. Contractor shall notify City of Monterey of any changes on the working status of key personnel immediately in writing for review and approval.

USAG OPERATIONS SECURITY (OPSEC) PROGRAM:

All Department of Defense contractors are required to complete a mandatory OPSEC training on an annual basis. Contractors and personnel working inside the Presidio of Monterey, Ord Military Community, DMDC Building and SATCOM shall review attached, Appendix F, USAG Operations Security (OPSEC) Training and iWatch Army Training. Contractor will certify its personnel by completing the Certificate of Training. Certificate of Training shall be submitted together with POM Form 7 to the Engineer seven days after notice that a contract has been awarded to the Contractor.

PROTECTION OF GOVERNMENT PROPERTY

Government 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.

ENVIRONMENTAL PROTECTION PLAN (EPP) AND CONSTRUCTION AND DEMOLITION (C&D) DEBRIS MANAGEMENT PLAN

Contractor shall review and complete the Environmental Protection Plan (EPP) and the Construction and Demolition Debris Waste Management Plan. The EPP and C&D shall be submitted to the Engineer fourteen (14) calendar days after notice that a contract has been awarded as part of the submittal. Final C&D with recycling and or disposal tags shall be submitted after completion of the project. EPP and C&D are as shown in Appendix. Electronic copies of the forms are available upon request from the Engineer.

PMSA PROJECT CLOSE OUT

All punch list items shall be completed within 20 working days from the final walk inspection. Substantial completion and acceptance letter will be issued after satisfactory completion of punch list items.

Contractor shall complete and submit close out documents, warranties, as built drawings, C&D with disposal or recycling tags, maintenance and operation manuals, keys and other deliverables within 30 working days from the issuance of the substantial completion and acceptance letter. Two percent of the project cost in addition to the retention will be withheld until satisfactory submission of all closeout documents.

Final and/or retention invoices shall be submitted within 10 working days from the acceptance of all close out documents.

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 on can be found at the State Water Resources Control Board CGP website:

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

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

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

TREE PROTECTION REQUIREMENTS

The following guidelines shall be followed:

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:

   a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,

   b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.

2. These standards do not apply to unprotected trees or trees previously approved for removal.

3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].

4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained

during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.

5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.

6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.

7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.

8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:

    a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.

    b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.

    c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.

    d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.

    e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.

    f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.

9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.

10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact the City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.

11. 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.

PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

TECHNICAL SPECIFICATIONS

LOGISTICS

Logistics includes coordination with the Engineer and tenants, temporary relocation of furnishings and appliances to provide construction access. At contractor's option, furniture and appliances can be stored on site within the floor that is currently under construction or stored at an offsite location.
Contractor shall ensure that same furnishing will be put back to the same room and location, unless otherwise directed by the Engineer. Moving of furnishing and appliances shall be done with care to avoid damage and shall be numbered and map to ensure that the same furnishing and appliances will be returned to the same location. Furnishing and appliances damaged due Contractor's operation shall be replaced with equal or better.

Construction access and operations shall be limited to one floor level (Wing A and Wing B) at a time. Contractor shall submit construction phasing plan and associated timeline for approval before commence of installation. Contractor shall coordinate with the Engineer and the building point of contact the dates of relocation seven day in advance to ensure that all furnishing and appliances will be emptied by Military personnel. Army relocation shall be done after 5:00 pm. on a Fridays and weekends. Construction mobilization to floor level shall be done on Mondays unless otherwise mutually agreed by the stake holders.

Contractor shall coordinate floor level substantial completion inspection three days in advance. Floor level shall be substantially completed and accepted before another floor is vacated for construction.

REMOVAL OF EXISTING FLOOR COVERING AND RUBBER COVE BASE

Existing carpet floor covering and cove base shall be removed with caution not to damage the existing subfloor. Carpet floor covering shall be recycled or disposed properly. If applicable, copies of recycle tags shall be submitted to the Engineer.
Cove base shall be removed by hand scraping to avoid damage to existing wall. Damaged wall due to contractors operation shall be restored to match existing wall. Spot painting of walls is acceptable if it blend well to the existing wall. If spot painting is not acceptable to the Engineer, Contractor shall paint the entire panel of wall.

Limited asbestos inspection and sampling determined samples contain no detectable concentration of asbestos, as shown in Appendix of the Specifications. Contractor shall notify the Engineer immediately upon discovery of possible asbestos containing material. Work in the area shall be suspended until further notice by the Engineer. If necessary, Contractor shall adjust their work schedule to accommodate the abatement, removal and disposal of the hazardous material.

If area is determined to need abatement in order to proceed with the construction, The Engineer has an option to issue City Delay described in Part III of these Specifications or a construction change order maybe issued for the abatement, removal and proper disposal of hazardous material. Abatement work shall be done by a licensed contractor or sub contractor with HAZMAT or ASB certification. Abatement shall be done in accordance with CALOSHA and EPA guidelines. Contractor shall cover all HVAC vents before abatement. A third party hazardous material motoring contractor, hired by the City, will review and approve the hazardous material containment and abatement procedure before commence of work. Air sampling by the third party contractor will be done after abatement. Floor covering installation will commence upon release of the third party contractor and the Engineer.

NEW FLOOR COVERING SYSTEM

Materials:

New floor covering shall be 18"x18"x1/8" commercial grade, Endura rubber floor tile by Burke Flooring or approve equal. Bedrooms shall receive Flecksibles Granite Gray sculptured surface flexible rubber tile, granite gray color

CAO RISK

(014) and hallways, common areas and kitchen shall be round raised disk pattern rubber tile, Uni-Color Gray (204). Adhesive system shall be BR 721 Epoxy Adhesive , BR725 Urethane Adhesive or per manufacturer's recommendations.

Rubber cove base shall be 4"x1/8" , Burkebase SBR rubber by Burk Mercer or approved equal Bedrooms shall received SBR Rubber uni-color Gray Beige (209) and hallways, common areas and kitchen shall be SBR Rubber Bluebonnet (323).

Contractor shall submit material submittal, certification and sample swatches for approval before procurement of material.

Subfloor Preparation:

Subfloor preparation shall be per manufacturer's recommendations. Concrete subfloor shall be smooth and flat. All cracks, voids and undulations must be repaired prior to flooring installation, with high strength Portland cement-based patching material. Sawcuts, if any, must be cleaned carefully and filled using cement based compound. Flooring shall not be installed over expansion joints.
All floor surfaces shall be clean, dry and free of dust, grease, paint, oil, sealers and curing compounds or any other foreign material that may interfere with proper adhesion. Chemical adhesive removal product shall not be used. Do not use dry sweep oil-based material, as the oil in the sweeping compound will interfere with the adhesion of the material to the concrete. Subfloor preparation shall be in accordance with manufacturer's recommendations.

Contractor shall conduct moisture testing per manufacturer's recommendations. Contractor shall ensure moisture, relative humidity and pH test have been conducted according to the latest ASTM version, and measurements meet manufacturer's specifications. Copy of the test or measurements shall be submitted to the Engineer prior to installation.

Flooring System Installation:

Prior to installation, flooring material and adhesive shall be conditioned to an ambient temperature at the actual jobsite of not less than 59 F to not more than 85F for at least 48 hours, see manufacturer's recommendations for additional instructions.

Adhesive shall be installed per Manufacturer's recommendations. Adhesion test of at least 24 hour duration shall be performed per manufacturer's recommendations and direction. Use kneepads and work off the flooring whenever is possible in applying adhesive. Clean spills, oozing and tools promptly using soapy water, ethyl or isopropyl alcohol. Adhesive container cannot be reused and shall be disposed properly in accordance with federal, state and local waste disposal regulations. Adhesive shall be cured per manufacturer's recommendations.

Rubber tile shall be installed per manufacturer's direction in a pattern approved by the Engineer. Installed rubber tile shall be squared with the bathroom wall perpendicular to the room door. Tile seams shall be tight and straight. Cut tiles to fit the area shall be placed along the perimeter of the rooms and hallways. Rubber tiles shall not be forced together; rather install them so they are just touching each other to form a tight seam. Tiles that are not square or seams are not straight or have gaps shall be removed and re-installed properly subject to the approval of the Engineer.
Roll the adhered tile flooring with a 150 lb roller diagonally, slowly in two directions. Rolling should be done soon after laying the tile into the adhesive. Repeat rolling after one hour from the initial rolling. A third rolling may be advisable if the sub-floor temperature is cool.
Sweep upon completion of lying to detect dropped or oozing adhesive. Remove any such adhesive with water or mineral spirits on a cloth.

No foot traffic should be allowed before at 12 hours after laying of floor tiles. Furniture placement shall be done only after 4 days or as directed by the manufacturer and approved by the Engineer.

Following installation and cleanup of tiles, new flooring shall be protected as necessary, by laying sheets of non-staining brown Kraft paper over the flooring and then a layer of plywood sheets. Initial maintenance shall commence a minimum 4 days after installation. Do not; at anytime during the initial maintenance or thereafter, flood

the floor with water or maintenance solutions.

Cove base shall be installed per manufacturer's recommendations and per trade standard.

Floor covering installer shall have at least one year experience in installing rubber floor tile or supervised by an experienced rubber floor tile foreman.
Contractor who superintends the whole or any part of the job shall employ a competent and experienced in floor covering installation representative. Contractor's representative shall be present at the jobsite to direct subcontractor's daily operation and be an authorized representative of the contractor.

APPENDIX A: BID PROPOSAL FORMS

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

PRESIDIO OF MONTEREYBUILDING 652 FLOOR COVERING REPLACEMENT DPW-17045

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. Bid Bond	_____
10. Certification of Workers' Compensation Insurance	_____
11. Specified or Approved Equal product Submittals	_____

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

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

By: _____ _____ _____
Company Name | Signature | Date

PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT
DPW-17045

CITY OF MONTEREY

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Environmental Pollution Prevention Compliance	1	LS	N/A	$1000.00
3	Logistics	1	LS		
4	Removal and Recycle or Disposal of Existing Floor Covering (Rubber Tile)	15550	SF		
5	Removal and Disposal of Existing Cove Base	4950	LF		
6	Install New Commercial Rubber Tile Flooring	15550	SF		
7	Install New 4" Rubber Cove Base	4950	LF		
	TOTAL BASE BID (ITEMS 1 THROUGH 7) (In Words) _____ _____				**(In Figures)** **$**

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 7)

DECLARATION OF BIDDER

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

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.: _____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

_____

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, in _____ County, California.

_____ _____

Authorized Signatory Printed Name and Title

ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA	DATE RECEIVED
1. _____ Authorized Signatory	_____
2. _____ Authorized Signatory	_____
3. _____ Authorized Signatory	_____
4. _____ Authorized Signatory	_____
5. _____ Authorized Signatory	_____
6. _____ Authorized Signatory	_____

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

BID BOND
(To be Submitted with Bid)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT DPW-17045

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

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

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

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

[CONTINUED NEXT PAGE]

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

_____
(Bidder/Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

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

_____
(Typed or Printed Name of Attorney-In-Fact)

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

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

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I,_____ the _____of
(Name) (Title)

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

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

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

   c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

_____
(Contractor Name)

By:_____
(Signature)

_____

SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS

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

✓	Product	Model Number	Manufacturer	Product Rating/Certification
___	Rubber Tile Flooring:	Endura	Burke Flooring	Commercial,
___	Rubber Tile Flooring:	_____	_____	_____
___	Rubber Cove Base:	SBR	Burke Mercer	¼" thick
___	Rubber Cove Base:	_____	_____	_____

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APPENDIX B: FORM 7- INSTALLATION ACCESS APPLICATION

Access Procedures

All personnel living or working at the Presidio of Monterey & Ord Military Community are required to register in the Biometric Identification System (DBIDS). The BIDS registration office is located in building 616. The hours of operation are Monday through Friday from 0730- 1600 hours, closed the 2nd and 4th Thursday from 1300 – COB, and closed for lunch from 1300 – 1400 hours. All personnel must be registered in BIDS to sponsor guests on to the installation.

Phone: 242-7207
One time guests – If you are sponsoring a one time guest onto the installation the procedure at Force Protection Condition (FPCON) Level Normal through Bravo is as follows:

- Guests can be sponsored telephonically or you may escort them without physically signing them in at the gate.
- All guests must have an official photo ID (driver's license, state ID card or passport) in their possession.
- If the guests are operating a vehicle without a DoD decal they must obtain a vehicle pass at the Bolio or Franklin gates. To obtain a vehicle pass visitors must have current vehicle registration, vehicle insurance and valid driver's license.
- Guests are not authorized unaccompanied access unless they are on the access roster and have a vehicle pass or the security officers can telephonically contact the sponsor for verification

Guests 30 days or less – If you are sponsoring a guest onto the installation for more than 1 day, but less than 30 days at Force Protection Condition (FPCOM) Level Normal through Bravo:

- The sponsor may place the guests on the access roster after the sponsor completes an Application for Installation Access (POM Form 7) and forwards it via email to Physical Security branch at PRES.InstallationAccess@conus.army.mil.
- The access application must be forwarded at least 48 hours prior to the access date to allow background checks to be completed.
- Only DoD ID cardholders, to include family members, can sponsor personnel on to the installation
- All guests must have an official photo ID (driver's license, state id card or passport) in their possession. If they are operating a vehicle without a DoD decal they must obtain a vehicle pass at the gate. To obtain a vehicle pass, visitors must have current vehicle registration, vehicle insurance and driver's license.
- Guests are authorized unaccompanied access if they are on the access roster and have a vehicle pass.

Lost or forgotten IDs: Personnel who have lost or forgotten their DoD ID card may be authorized access after a manual check in the BIDS database at the Bolio or Franklin gate verifies registration in BIDS.

Completed POM Form 7 (Application for Installation Access) is available on the Intranet and should be forwarded electronically to PRES.InstallationAccess@conus.army.mil.

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

DATA REQUIRED BY THE PRIVACY ACT OF 1974

PRINCIPAL PURPOSE: Provide necessary information to determine if applicant meets the access control requirements. Use of Driver's License is necessary to make positive identification of the applicant.
ROUTINE USE: None.
DISCLOSURE IS VOLUNTARY: However, failure to provide information requested may delay or preclude access to the installation.

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

SECTION I. SPONSOR'S INFORMATION

SPONSOR'S LAST NAME, FIRST NAME, MIDDLE INITIAL	SPONSOR'S WORK PHONE (Area Code and Number)

SPONSOR'S ORGANIZATION

SPONSOR'S SSN (Verification required in DEERS/DBIDS)	DATE OF BIRTH (MM/DD/YYYY)	CONTRACT EXPIRATION DATE (Contractors only)

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

☐ Mission Requirement	☐ Other

TYPE OF REQUEST ☐ ACCESS ROSTER ☐ DBIDS CARD ☐ INITIAL REQUEST ☐ RENEWAL

SIGNATURE		DATE	

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

1. LAST NAME, FIRST NAME, MIDDLE INITIAL	FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)

DATE OF REQUESTED ACCESS (MM/DD/YYYY)			TIME OF REQUESTED ACCESS		
FROM		TO	FROM		TO

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

2. LAST NAME, FIRST NAME, MIDDLE INITIAL	FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)

DATE OF REQUESTED ACCESS (MM/DD/YYYY)			TIME OF REQUESTED ACCESS		
FROM		TO	FROM		TO

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

3. LAST NAME, FIRST NAME, MIDDLE INITIAL	FULL SSN (Verification required in CLETS)

DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)

DATE OF REQUESTED ACCESS (MM/DD/YYYY)			TIME OF REQUESTED ACCESS		
FROM		TO	FROM		TO

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

CAO RISK

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

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

4. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM ____ TO ____		TIME OF REQUESTED ACCESS FROM ____ TO ____
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY		
5. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM ____ TO ____		TIME OF REQUESTED ACCESS FROM ____ TO ____
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY		
6. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM ____ TO ____		TIME OF REQUESTED ACCESS FROM ____ TO ____
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY		
7. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM ____ TO ____		TIME OF REQUESTED ACCESS FROM ____ TO ____
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY		
8. LAST NAME, FIRST NAME, MIDDLE INITIAL		FULL SSN (Verification required in CLETS)
DRIVER'S LICENSE NUMBER	ISSUING STATE	DATE OF BIRTH (MM/DD/YYYY)
DATE OF REQUESTED ACCESS (MM/DD/YYYY) FROM ____ TO ____		TIME OF REQUESTED ACCESS FROM ____ TO ____
DAYS REQUESTED ACCESS ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAY ☐ SUNDAY		

FOR LAW ENFORCEMENT USE ONLY

DATE NCIC III CONDUCTED	DISQUALIFYING FACTORS ☐ YES ☐ NO

FOR APPROVING AUTHORITY USE ONLY

☐ APPROVED ☐ DISAPPROVED	PRINTED NAME	SIGNATURE	DATE

CAO RISK

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

DATA REQUIRED BY THE PRIVACY ACT OF 1974

PRINCIPAL PURPOSE: Provide necessary information to determine if applicant meets the access control requirements. Use of Driver's License is necessary to make positive identification of the applicant.
ROUTINE USE: None.
DISCLOSURE IS VOLUNTARY: However, failure to provide information requested may delay or preclude access to the installation.

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

SECTION I. SPONSOR'S INFORMATION

SPONSOR'S LAST NAME, FIRST NAME, MIDDLE INITIAL	SPONSOR'S WORK PHONE *(Area Code and Number)*

SPONSOR'S ORGANIZATION

SPONSOR'S SSN (Verification required in DEERS/DBIDS)	DATE OF BIRTH (MM/DD/YYYY)	CONTRACT EXPIRATION DATE *(Contractors only)*

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

☐ Mission Requirement	☐ Other

TYPE OF REQUEST ☐ ACCESS ROSTER ☐ DBIDS CARD ☐ INITIAL REQUEST ☐ RENEWAL

SIGNATURE		DATE	

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

1. LAST NAME, FIRST NAME, MIDDLE INITIAL	DRIVER'S LICENSE NUMBER	ISSUING STATE

DATE OF REQUESTED ACCESS (MM/DD/YYYY)			TIME OF REQUESTED ACCESS		
FROM		TO	FROM		TO

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

CITIZENSHIP	COUNTRY OF BIRTH	DATE OF BIRTH (MM/DD/YYYY)
PASSPORT NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
VISA NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
ALIEN REGISTRATION NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE

2. LAST NAME, FIRST NAME, MIDDLE INITIAL	DRIVER'S LICENSE NUMBER	ISSUING STATE

DATE OF REQUESTED ACCESS (MM/DD/YYYY)			TIME OF REQUESTED ACCESS		
FROM		TO	FROM		TO

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

CITIZENSHIP	COUNTRY OF BIRTH	DATE OF BIRTH (MM/DD/YYYY)
PASSPORT NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
VISA NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
ALIEN REGISTRATION NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE

CAO RISK

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

SECTION II. INFORMATION ON NON-U.S. CITIZEN APPLICANT(S) (Continuation page)

3. LAST NAME, FIRST NAME, MIDDLE INITIAL	DRIVER'S LICENSE NUMBER	ISSUING STATE

DATE OF REQUESTED ACCESS (MM/DD/YYYY)		TIME OF REQUESTED ACCESS	
FROM	TO	FROM	TO

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

CITIZENSHIP	COUNTRY OF BIRTH	DATE OF BIRTH (MM/DD/YYYY)
PASSPORT NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
VISA NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
ALIEN REGISTRATION NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE

4. LAST NAME, FIRST NAME, MIDDLE INITIAL	DRIVER'S LICENSE NUMBER	ISSUING STATE

DATE OF REQUESTED ACCESS (MM/DD/YYYY)		TIME OF REQUESTED ACCESS	
FROM	TO	FROM	TO

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

CITIZENSHIP	COUNTRY OF BIRTH	DATE OF BIRTH (MM/DD/YYYY)
PASSPORT NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
VISA NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
ALIEN REGISTRATION NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE

5. LAST NAME, FIRST NAME, MIDDLE INITIAL	DRIVER'S LICENSE NUMBER	ISSUING STATE

DATE OF REQUESTED ACCESS (MM/DD/YYYY)		TIME OF REQUESTED ACCESS	
FROM	TO	FROM	TO

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

CITIZENSHIP	COUNTRY OF BIRTH	DATE OF BIRTH (MM/DD/YYYY)
PASSPORT NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
VISA NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE
ALIEN REGISTRATION NUMBER	DATE OF ISSUE (MM/DD/YYYY)	PLACE OF ISSUE

FOR LAW ENFORCEMENT USE ONLY

DATE NCIC III CONDUCTED	DISQUALIFYING FACTORS
	☐ YES ☐ NO

FOR APPROVING AUTHORITY USE ONLY

	PRINTED NAME	SIGNATURE	DATE
☐ APPROVED ☐ DISAPPROVED			

CAO RISK

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APPENDIX C: ENVIRONMENTAL PROTECTION PLAN

CITY OF MONTEREY

ENVIRONMENTAL PROTECTION PLAN

FOR

MANAGING CONSTRUCTION AND DEMOLITION DEBRIS

Prepared by: City of Monterey Staff

Project:

DPW-17045

It is the goal of the City of Monterey to maximize recycling, divert solid waste and minimize and remediate hazardous waste generated during construction and demolition projects.

ENVIRONMENTAL PROTECTION PLAN

This plan serves as a general environmental section for project contracts. It integrates the DA (Department of Army) environmental program policies and requirements for activities that occur on military installations and/or are funded under the military construction/O&M funding. Army Environmental Program policies are promulgated in the following regulations, DA AR 200-1 (Environmental Protection and Enhancement), DA AR 200-2 (Environmental Effects of Army Actions), and DA AR 200-3 (Natural Resources -Land, Forest and Wildlife Management).

Designers need to ensure that the project design and contemplated methods of construction comply with all applicable laws, including: Clean Air Act (CAA), Clean Water Act (CWA), Coastal Zone Management Act (CZMA), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Emergency Planning and Community Right to Know Act (EPCRA), Endangered Species Act (ESA), Fish and Wildlife Coordination Act (FWCA), Marine Protection, Research, and Sanctuaries Act (MPRSA), National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), National Pollutant Discharge Elimination System (NPDES), Oil Pollution Act (OPA), Research and Sanctuaries Act, Native American Graves Protection and Repatriation Act (NAGPRA), Resource Conservation and Recovery Act (RCRA), Rivers and Harbors Act of 1899 (R&H), Safe Drinking Water Act (SDWA), Toxic Substance Control Act (TSCA), Wild & Scenic Rivers Act (WSRA), Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and Subsequent Executive Orders.

1.1 BACKROUND

Estimates indicate that up to 30 percent of the solid waste produced in the Monterey Bay area each year consists of construction and demolition (C&D) debris. This debris results from construction, repair, remodeling, or demolition operations on buildings, other structures, and pavement. The construction and demolition waste stream can be broken into three basic categories—(1) wood, (2) rubble and asphalt, and (3) other materials. Various estimates indicate that about half of the debris is composed of rubble (which includes concrete, cinder block, stone, clay brick, and soil and asphalt). Wood composes about 25 to 40 percent of the construction and demolition waste; and the remaining materials are metals, gypsum wallboard, asphalt roofing material, plastic, paper, and glass. Furthermore, construction waste can be contaminated by the improper handling of hazardous waste materials. Several experts claim that 90 percent of this waste could be eliminated by reducing waste production and by recycling, depending on local market conditions for the materials.

CA Integrated Waste Management Act of 1989 (AB 939)
AB 939 passed in 1989, established a new direction for waste management in the state with the creation of the CA Integrated Waste Management Board (CIWMB), and setting up a new mandate for local jurisdictions to meet diversion goals.

AB 939 mandated local jurisdictions to meet solid waste diversion goals of 25 percent by 1995 and 50 percent by 2000. The CIWMB would determine this diversion by looking at the base-year solid waste generation (waste normally disposed of into landfills) to determine the amount of solid waste diverted. To help in the increase of diversion rates, each jurisdiction was required to create an Integrated Waste Management Plan that looked at recycling programs, purchasing of recycled products and waste minimization.

To encourage recycling and reuse, the Countywide Integrated Waste Management Plan for Monterey County divides the waste stream into four categories: construction or demolition wastes, land-clearing wastes, inert wastes, and yard trash. The plan then recommends the following methods for handling these materials:

- Construction and demolition debris should be separated into recyclable and non-recyclable materials.
- Inert debris (defined by the state as concrete, brick, concrete block, uncontaminated soil, rock, and gravel should be recycled and reused as clean fill material.
- Yard waste and land-clearing debris should be reduced, reused, or recycled as mulch or compost.

1.2 DEFINITIONS

1.2.1 ENVIRONMENTAL POLLUTION AND DAMAGE

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 ENVIRONMENTAL PROTECTION

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 CONTRACTOR GENERATED HAZARDOUS WASTE

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 ENVIRONMENTAL PROTECTION PLAN

The Environmental Protection Plan is a document designed to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern must be defined within the Environmental Protection Plan. Each topic shall be addressed at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified, but are considered necessary, must be identified and discussed after those items formally identified. An environmental protection plan shall be a fluid document that is developed and updated throughout a project with input from the contractor, designer, environmental regulatory authority, and contracting officer.

1.3 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations through the identification of recycling, solid waste minimization, and solid waste diversion opportunities, and the submittal of a Construction and Demolition (C&D) plan following the completion of the project.

The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.

No requirement in this Section will relieve the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor will be responsible for

identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.4 SUBMITTALS

1.4.1 PRE-CONSTRUCTION SUBMITTALS

Submittals which are required prior to commencing work on site or the start of the next major phase of the construction on a multi-phase contract includes:

1. C&D Debris Waste Management Plan Section 1:
    a. Project Information
    b. Waste Hauler Information
2. C&D Debris Waste Management Plan Section 2: Parts 1, 2 & 3

1.4.2 POST-CONSTRUCTION SUBMITTALS

Submittals which are required within fifteen days following the final closeout of the project includes:

1. C&D Debris Waste Management Plan Section 2: Part 4

1.5 METHODS FOR MINIMIZING WASTE

1.5.1 REDUCING WASTE AT THE SOURCE

Consider the following ways to reduce waste.

Design - When designing use standard material sizes—for example, wall sections that use 4-by-8-foot sheets of materials efficiently.

Plan - Plan ahead so that fewer emergency supply runs need be made to local suppliers. Store left over supplies and materials for your next project.

Reduce Packaging - Ask suppliers to remove packaging before shipping materials to your site, wrap materials in reusable blankets or padding, or take back the packaging after the materials have been delivered.

Include Waste Disposal Costs in Bids - Require subcontractors to include the cost of removing their waste in their bids to give them an incentive to produce less waste.

1.5.2 REUSE SCRAP MATERIALS

Consider reusing materials on site to reduce your disposal efforts and costs.

On site storage – Keep excess or left over materials on site in a well organized fashion so they can be located and reused when needed.

Leftover masonry materials - Crush on site and used for fill or as bedding material for light paving.

Joist off-cuts - Cut up and used as stakes for forming or for headers around openings in the floor assembly.

Pallets - Recycle, or returned to the vendors.

Salvageable materials - Give salvageable or excess new materials to businesses that collect and resell used construction materials such as Habitat for Humanity's Restores.

1.5.3 RECYCLE MATERIALS

Most construction and demolition wastes can be recycled into new materials. Information about recycling opportunities can be obtained from local solid waste managers, regional offices of state solid waste management agencies, and waste haulers. Segregated construction and demolition materials can be stored on the project site in compartmentalized dumpsters labeled for metals, wood, cardboard, plastics, and other materials.

Scrap lumber can be processed and used for landscaping, compost, animal bedding, boiler fuel, or engineered building products.
Metals such as aluminum, copper, steel, and brass can be sold to scrap metal yards. These are some of the easiest and most cost-effective materials to recycle.
Cardboard can be kept separate in cardboard-only dumpsters at the job site and picked up by a local recycling firm. Several communities have banned cardboard from landfills and others are considering it, so now is the time to be thinking about options.
Gypsum drywall can be ground up for use as a soil amendment or a substitute for lime on lawns.
Rubble (concrete, bricks, cinder block, and certain types of tile) can be crushed and sieved for use as an aggregate. For example, it can substitute for stone aggregate in nonstructural applications.
Glass can be recycled into fiberglass or crushed and used in place of sand or p-gravel in paving material.
Asphalt shingles can be used in asphalt paving and pothole repair.
Other scrap, such as plastic, fiberglass, and foam or other packaging materials can be recycled. However, it may not be cost effective to recycle the small amounts generated unless a local market exists. Check with a local or state solid waste manager for information on recycling markets.

NOTE: If recycling a material by using it as a soil amendment or beneficial fill material, contact the local environmental regulatory agencies first for guidance and approval. Consider these suggestions for reducing, reusing, and recycling your materials; take the time to analyze the operations.

1.5.4 USE RECYCLED-CONTENT CONSTRUCTION MATERIALS

To help expand markets for recyclable materials, it is important to buy building supplies that contain recycled materials. Some of these materials have been used for years by the construction industry, but they have not been advertised as "recycled." There are also many new recycled-content building materials that you may not be aware of. Information about the products available and how to purchase them can be obtained by consulting some of the publications or offices listed here.

1.6 SOURCES OF ADDITIONAL INFORMATION

California Department of Resources Recycling and Recovery
Phone: (916) 341-6199
Fax: (916) 341-6667
Email: lamd@calrecycle.ca.gov
Contact for Questions: Annabel Farrall
http://www.calrecycle.ca.gov/

City of Monterey Building & Safety Dpt.
580 Pacific Street
City of Monterey
City Hall
Monterey, CA 93940

US Green Building Council
U.S. Green Building Council
2101 L Street, NW
Suite 500
Washington, DC 20037

Environmental Health
Administration Division
1270 Natividad Road
Salinas, CA 93906
Phone: (831) 755-4505
Fax: (831) 755-4880

MRWPCA
14201 Del Monte Boulevard
P.O. Box 1670
Marina, CA 93933-1670
Phone: (831) 384-5313
Fax: (831) 384-3567

Monterey City Disposal Service
10 Ryan Ranch Road
Monterey CA 93940
Phone: (831) 372-7977
Fax: (831) 899-2640
Email Address info@montereydisposal.com

1.7 PUBLICATIONS

State Hazardous Waste Law
http://www.mrwmd.org/pdf/HHW%20Customer%20Notice.pdf

Recycled Products Guide
Federal Supply Service
U.S. General Services Administration
Centralized Mailing List Service
P.O. Box 6477
Mailing code RCPG-0001
Fort Worth, TX 76115

The Official Recycled Products Guide
American Recycling Market, Inc
P.O. Box 577
Ogdensburg, NY 13669
(800) 267-0707

Green Pages
Earthways Green Builder Council
3617 Grandel Square
St. Louis, MO 63103
(314) 577 9457

Environmental Building News
RR 1, Box 161
Brattleboro, VT 05301
(802) 257-7300

APPENDIX D: CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN

CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN

Introduction

This guide will help you complete your Construction and Demolition (C&D) Debris Waste Management Plan required for all Presidio of Monterey infrastructure improvements projects.

General Information

Construction and Demolition (C&D) debris contributes up to 30% of the waste stream in the Monterey Bay Area. C&D debris includes the materials generated in the construction and/or demolition of general construction, streets & underground construction, buildings, remodels and additions.

Section I. Information

Project Information

All information must be filled out completely within 15days of the award of contract and before any construction begins.

- **a) Owner's Name** – owner of the structure or property
- **b) Owner's Address** – current address of the owner of the structure or property
- **c) Project Name & Number** - Official project name & number as issued by DPW
- **d) Project Address** – location of the jobsite
- **e) Project Contact Person** – person in charge of the construction/demolition project also include phone, email, and address
- **f) Type of Building** – check where applicable
- **g) Type of Project** – check all that apply
- **h) Total Project Cost** – cost of the construction/demolition project
- **i) Total Square Feet** – Area remodeled or for new construction enter the size of structure.

Waste Hauler Information

- **a) Waste Hauling Company** – company that hauls construction debris from your jobsite
- **b) Contact Name** – name of representative at hauling company
- **c) Address, City/State/Zip, Phone, Fax** – location and contact information for the hauling company

List all haulers if you have more than one company removing your construction/demolition debris

Section II. Construction Debris Material Handling

1) Complete the schedule to determine types and quantities of C&D debris created on the job site. List approximate weights of each type of materials, describe material type and where it originates from, and list the planned destination for all C&D materials.

2) Where applicable, list actions taken to recycle materials and minimize and divert solid waste from the waste stream.

3) Describe areas where more recycling or solid waste minimization and diversion could take place.

4) Following the completion of the project complete the C&D schedule by:

The project developer shall report the quantities of all construction and demolition debris recycled. At a minimum, all of the materials listed in the approved recycling plan should be reported below.

The project developer shall attach receipts from a bonafide recycling facility or other pertinent documentation to demonstrate recycling of the materials.

This C&D Waste Management Plan Shall be submitted to the contracting officer, and maintained in the City project Folder.

Form must be signed and dated by City Representative
For questions regarding waste disposal please contact the Monterey Regional Waste Management District at cdinfo@co.wake.nc.us or call 919-856-5216. Visit our website at www.wakegov.com

For more information regarding the Monterey Regional Waste Management Fees Please Visit the following website:
http://www.mrwmd.org/pdf/disposal%20fee%20brochure%2001-09.pdf

For and introduction to Construction and Demolition waste reduction please visit the following website:
http://www.mrwmd.org/pdf/CandDWasteReductionReuseandRecycling.pdf

Section I. Information

Project Information:

Owner's Name: Presidio of Monterey

Address: _____

Project TITLE: _____

Project Address: _____

City/State/Zip: : _____

Project Contact Person: _____

Phone: _____ Email: _____

Address: _____

City/State/Zip: _____

Type of Building: _____ Commercial _____ Housing _____ Classrooms/Office

Type of Project: _____ New Construction _____ Addition/Renovation _____ Demolition

Total Project Cost: $_____Total Sq. Ft.:_____

Waste Hauler Information:

1) Waste Hauling Company: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

2) Waste Hauling Company: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Section II. Construction Debris Material Handling

1) List approximate weights of each type of materials, describe material type and where it originates from, and list the planned destination for all C&D materials.

Waste Type	Estimate Qty. Recycled (lbs)	Material Type & Origin	Destination Facilities
Concrete			
Asphalt			
Masonry			
Clean Lumber (unpainted)			
Drywall			
Metal			
Roofing Shingles			
Cardboard			
Green Waste			
Hazardous Waste			
Other Material			

2) Describe actions taken to recycle materials and minimize and divert solid waste from the waste stream.

Company will make every effort to recycle materials wherever possible.

3) Describe areas where more recycling or solid waste minimization and diversion could take place.

Company was diligent in recycling materials.

4) Following the completion of the project complete the C&D schedule and attach any and all disposal or recycling tags or receipts.

CONSTRUCTION AND DEMOLITION (C&D) SCHEDULE SOLID WASTE AND RECYCLING REPORTS

Reporting Period From: _____ To: _____

Waste Type	Amount Recycled/ Diverted (lbs)	Receipt Attached (Yes or No)	Name of Recycling Facility or Landfill	Date of Disposal/Recycling	Cost of Recycling /Disposal
Concrete					
Asphalt					
Masonry					
Clean Lumber (unpainted)					
Drywall					
Metal					
Roofing Shingles					
Cardboard					
Pails and Rubber Cove					
Hazardous Waste					
Other Material Carpet					

Acceptance:

_____ _____

Contractor Contracting Officer

APPENDIX E: HAZARDOUS MATERIAL SURVEY REPORT

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0142166

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	14308.0 T1
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	06/09/2014
	MONTEREY CA 93940	Date Analyzed:	06/12/2014
Collected:	06/06/2014	Date Reported:	06/12/2014
Project Name:	COM-POM BLDG 652 RM 125	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	LINDA ARCEO
		Collected By:	

Lab ID / Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0142166-001 1A	RM 125	LAYER 1 12"x12" Floor Tile, Gray	No	None Detected		Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Yellow	No	None Detected		Carbonates Quartz Binder/Filler	100%
		LAYER 3 Mastic/ Leveling Compound, Yellow/ Gray Note: Difficult to separate adjacent layer	No	None Detected		Carbonates Quartz Mica Binder/Filler	100%

Analyst - Kenneth Scheske

Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

Page ___ of ___

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#: 142166
TAT: 3day
Rec'd: JUN 09 PM

COMPANY NAME: M3 Environmental Cons.
9821 Blue Larkspur Ln, Ste 100
Monterey, CA 93940

BILL TO: (If Different Location)

CONTACT:
Phone/Fax: (831) 649-4623 / (831) 649-4624
Email: Linda @m3environmental.com

Now Accepting: VISA – MASTERCARD

Price Quoted: $_____ / Sample $____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [3-Day]

****Prior confirmation of turnaround time is required**
****Additional charges for rush analysis (please call marketing department for pricing details)**
****Laboratory analysis may be subject to delay if credit terms are not met**

2. TYPE OF ANALYSIS: [Bulk-PLM]

3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name City of Monterey – POM Building 652 Room 125
Project Number: 14308.0 **Task** 1

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON	OFF	FLOW RATE
1	1A	6/6/14	See attached M3 log	Y N			
			No of samples sent = 1	Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			

SPECIAL INSTRUCTIONS:_____

Sample Collector: (Print) Linda C. Arceo (Signature) Linda C. Arceo 6/6/14 10:00 P.M.

Relinquished by: Linda C. Arceo Date/Time: / Received by: Diana Federico Date/Time: 6/9/14

Relinquished by: Diana Federico Date/Time: 6/9/14 Received by: _____ Date/Time: 6/9/14

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

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Rev. 09/01/08

M3 ENVIRONMENTAL CONSULTING LLC

Asbestos Bulk Sampling Log

142166

Client: City of Monterey
Project Name: Limited Asbestos Testing
Site Address: Presidio of Monterey (POM)
Buildings: 652 RM 125
Project No.: 14308.0 Task 1

Sample Date: June 6 2014

Inspector: Linda C. Arceo
CAC: 92-0760
CDPH: IA 532

Sample No.	Building / Floor	Area No.	Area Name	Material Description	Estimated Quantity		Notes
5	1		125	12x12 Grey Floor tile w/ mastic + Grey level compound		LF / EA	
						LF / EA	
						SF / LF / EA	
						SF / LF / EA	
						SF / LF / EA	
						SF / LF / EA	
						SF / LF / EA	

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Page 1 of 1

Greenhouse Ave 714 - Page 103 of 153

APPENDIX F: iWATCH AND USAG OPERATIONS SECURITY (OPSEC) TRAINING FOR CONTRACTORS

iWatch Army Training

IMCOM
SOLDIERS • FAMILIES • CIVILIANS

INSTALLATION MANAGEMENT COMMAND
PRESIDIO OF MONTEREY

Presidio of Monterey

ANTITERRORISM

CAO RISK

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What is iWatch Army?

- iWatch Army is a program to help your community stay safe from terrorist activities.

- We can all report behaviors and activities that seem unusual or suspicious.

- iWatch Army is a partnership between community members and law enforcement.

- iWatch Army asks us all to report behaviors that are unusual or seem out of the ordinary.

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What should you report?

Unusual or suspicious activity does not necessarily mean that terrorist activity is happening, but definitely report the following suspicious behaviors:

- Individuals:
  - acting furtively and suspiciously
  - asking questions about security forces or procedures
  - asking questions about sensitive information such as building blueprints, VIP travel schedules, unit deployments or details beyond normal curiosity
  - avoiding eye contact
  - departing quickly when seen or approached
  - in places they don't belong
  - drawing or measuring important buildings or infrastructure
  - overdressed for the type of weather

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What should you report?

- Vehicles:
  - emitting a strong odor
  - overloaded and/or excessively weighted down
  - leaking fluid other than from the engine or gas tank
  - parked in "No Parking" zones near important buildings
- Briefcases, suitcases, backpacks or packages left unattended/abandoned
- Chemical smells/fumes that concern you

Examples:

"There's a strange chemical smell coming from my neighbor's house."

"I saw someone taking measurements outside the Network Enterprise Center. What should I do "

"I saw a backpack laying outside the Belas Hall Dining Facility at 1000 hours."

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Reporting Suspicious Activity

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INSTALLATION MANAGEMENT COMMAND
PRESIDIO OF MONTEREY

How would you describe a person or a vehicle?

AND WHY WAS IT SUSPICIOUS?

For the individual pictured at left:
- Caucasian male; about 5'7", 160-180 lbs.
- Straight dark brown hair—to the bottom of the ears on the sides and collar-length in the back, bangs to the eyebrows; full moustache;
- Average build with thick neck; thick lower lip
- No noticeable scars, tattoos or disabilities - eye color unknown, wearing sunglasses; - wearing blue jacket, long dark blue or black chino pants, and new-looking white sneakers; large camera hanging around his neck

For the vehicle pictured at left:
- Blue Chevy Astro van; silver splash guard around bottom
- Pennsylvania license plate number FJ 6381
- Rust spots and discoloration on the back left door panel; rust above the back left wheel
- White bumper sticker with red lettering on back left side of the bumper

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Suspicious Activity at Construction Sites

Following are behaviors and activities associated with construction sites that should be considered suspicious:

-Individuals or groups who:

- surveil the site in a covert or prolonged manner
- enter a construction site without authorization after normal work hours
- make unusual or atypical inquiries at a construction area

-Other potential indicators may include:

- Unauthorized removal or alteration of survey stakes
- Violent environmental extremist and/or anti-government slogans, banners, or signs at the site or nearby
- Movement or attempted movement of heavy equipment
- Warnings or threats sent to construction companies
- Unscheduled or unordered deliveries of materials/equipment
- Items found on-site that do not belong or are not a part of the site materials

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Suspicious Activity at Construction Sites (cont'd)

Following are behaviors and activities associated with construction sites that should be considered suspicious:

- Other potential indicators may include:
  - Thefts of hazardous materials
  - Evidence of intentional damage to cables, gas lines, and/or power lines
  - Vandalism at the site or similar sites including broken windows, slashed tires, spray painting, sand/sugar in fuel tanks, cut fuel or brake lines and/or glued locks
  - Arson at buildings under construction, work sheds, trucks, bulldozers, cranes or other equipment
  - The discovery of discarded clothing, shoes/boots, tools or spray paint long nearby roads and paths after a crime has occurred on-site

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What should you do?

- Keep your site clean/orderly so that the presence of the abnormal or the absence of the normal will be obvious
- Secure potentially dangerous/hazardous products
- Know what material, equipment, workers and subcontractors should be on-site
- Do not leave the site unattended for long periods
- Maintain adequate security
- Require subcontractors to be licensed and insured
- Focus on behaviors/activities that are unusual or out of place for the situation
- **If something seems wrong, it probably is - call the Presidio of Monterey Police at (831) 242-7851/7853**
- Be sure to include the 5 W's – Who, What, When, Where, and Why

CAO RISK

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Why should you report?

INSTALLATION MANAGEMENT COMMAND
PRESIDIO OF MONTEREY

- ✓ Information from one report can prevent an attack.
- ✓ Would-be terrorists rely on complacency and assumptions like Ah, it's probably nothing."
- ✓ Not reporting is actually providing indirect support to terrorist activities.
- ✓ Law enforcement needs your help in identifying suspicious activity to prevent potential attacks before they happen.
- ✓ Reporting is always better than refraining from doing so.
- ✓ What you saw may be linked to a report from someone else.
- ✓ Trained personnel can interpret your report to mean something larger than what you saw.
- ✓ We are all stakeholders in our community's security!

CAO RISK

USAG Operations Security (OPSEC) Training for Contractors

CAO RISK

Requirement

To ensure USAG Operations Security (OPSEC) program is in compliance with AR 530-1

- All Departments of the Army Personnel active component, reserve component, DA civilians, and **DOD contractors** are required to complete mandatory OPSEC training on an annual basis.

What is OPSEC?

OPSEC is the process of analyzing friendly actions related to military operations and other activities to:

Identify those actions that can be observed by adversary intelligence systems.

Determine indicators hostile intelligence systems might obtain that could be interpreted or pieced together to derive Critical Information in time to be useful to adversaries.

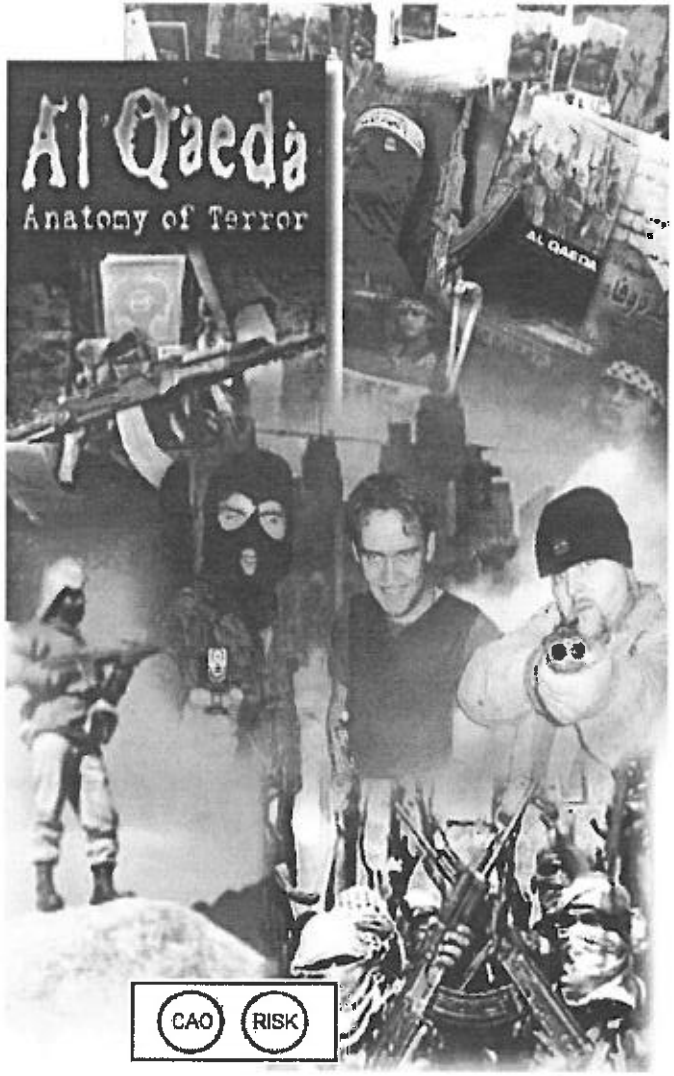
Select and execute measures that eliminate or reduce to an acceptable level the vulnerabilities of friendly actions to adversary exploitation.

CAO RISK

What do Adversaries Want?

They are looking for:

1. Names / photographs
2. Tactics, Techniques, and Procedures
3. Equipment vulnerabilities
4. Present and future capabilities
5. Insights into national / military morale
6. Meetings of top officials / diplomatic efforts
7. Important government places
8. Information about military facilities:
    - Location
    - Units
    - Weapons used
    - Communication nodes
    - Amount of security lighting
    - Building dimensions
    - Number of personnel
    - Ammunition storage locations
    - Leave policies
    - Brigades and names of organizations
    - Security force tactics and response time



OPSEC Guidance

KEY POINTS

OPSEC is <u>everyone's</u> responsibility

It's serious business we must do a better ob across the Army

The enemy aggressively reads' our open source information and continues to exploit such information for use against our forces

OPSEC violations needlessly place lives at risk and degrade the effectiveness of our operations

CAO RISK

Operations Security (OPSEC) and Social Networking

Social Networking Sites (SNS) allow people to network, interact and collaborate to share information, data and ideas without geographic boundaries.

The Danger

Bad guys use it too:

- Stalkers
- Thieves
- Terrorist
- Hackers
- Phishers/Scammers
- Enemy organizations
- Pedophiles
- And the list goes on

OPSEC and Photography

Picture taking or video taping anywhere on the installation is strictly prohibited without prior approval

All photos/videos are subject to review

Unauthorized photos are subject to deletion / confiscation if prior approval is not given

For approval contact the Public Affairs Office (301-619-2018)

To report OPSEC related issues phone 301-619-1929

CAO RISK

Conclusion

Safeguarding our sensitive information is vital to success

The threat is real

What you do matters

"You can't measure your worth and your importance by your proximity to the battlefield."

General Cody

Certificate of Training

This is to certify that

_____

has completed
USAG Operations Security Training

_____

Date

CAO RISK

CITY OF MONTEREY

DEPARTMENT OF PLANS & PUBLIC WORKS

DATE: March 2, 2018

TO All Bidders

SUBJECT: **PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT Addendum 1**

Sent Via: EbidBoard

Specifications

Part I, Page 1 - PART I: NOTICE TO CONTRACTORS

Replace existing paragraph 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., March 27, 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 a project entitled "Building 652 Floor Covering Replacement " at the Presidio of Monterey, in Monterey, California, in accordance with these plans and specifications.

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

Please note the bid due date and time has changed to March 27, 2018 until 2:00 p.m.

Sincerely,

Elvie Camacho, PE, QSD
Senior Engineer

c: City Engineer
Finance

CAO RISK

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Website • www.monterey.org

CITY OF MONTEREY

DEPARTMENT OF PLANS & PUBLIC WORKS

DATE: March 13, 2018

TO All Bidders

SUBJECT: **Addendum 2**
PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT

Sent Via: EbidBoard

Specifications are amended as follows

I. Part I, Page 1 - NOTICE TO CONTRACTORS

Mandatory Pre-Bid Conference:

There are **two opportunities** to attend the mandatory pre-bid conference: available dates are March 9, 2018 or **March 22, 2018** at **11:00 a.m.** The meeting area shall be the Presidio of Monterey Museum parking lot, Cpl Ewing Road, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions within the Presidio of Monterey. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid. Contractors must have valid federally recognized ID, with them to enter the Military Installation. Bidders interested to the March 22nd may contact Elvie Camacho at (831)760-2275.

Bidders who attended the first pre-bid meeting on March 9, 2018 need not to attend the second meeting. Attached is attendees list of the March 9th mandatory pre-bid meeting.

II. Part IV, Page 23 –TECHNICAL SPECIFICATIONS

Logistics:

Add the following paragraph:

Construction access and operations shall be limited to one floor (Wing A and Wing B) at a time. Contractor shall submit construction phasing plan and associated timeline for approval before commence of installation. Phasing plan shall include estimated dates for substantial completion inspection and relocation. Contractor shall coordinate with the Engineer and the building point of contact the dates of relocation seven day in advance to ensure that all furnishing and appliances will be emptied by Military personnel. Relocation shall be done after 5:00 pm. on a Friday and weekends. No additional compensation for delay caused by relocation, additional time may be approved.

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Removal of Existing Floor Covering and Rubber Cove Base:

First paragraph is deleted and replaced with the following paragraph:

Existing VCT and Rubber tile floor covering and cove base shall be removed with caution not to damage the existing subfloor. VCT and Rubber tile floor covering and cove base shall be recycled or disposed properly. If applicable, copies of recycle tags shall be submitted to the Engineer.
Cove base shall be removed by hand scraping to avoid damage to existing wall. Damaged wall due to contractors operation shall be restored to match existing wall. Spot painting of walls is acceptable if it blend well to the existing wall. If spot painting is not acceptable to the Engineer, Contractor shall paint the entire panel of wall.

III. Question and Answer from the March 9th Mandatory Pre-Bid Meeting:

1. **Q** Does every room have the exact same furniture?
   A. Bedrooms have the same furnishing; Lounges and Kitchen have different furnishing. It shall be the responsibility of the Contractor to assess quantity and conditions of existing furnishing to be relocated/move during construction.

2. **Q.** Who is responsible for moving the furniture and appliances?
   A. Contractor is responsible for relocating furniture and appliances. Bidders are directed to review Part IV, page 23 "Logistics" of the Specifications.

3. **Q.** Where can we store the furniture?
   A. Temporary storage of furniture and appliances during construction shall be as described Part IV, Page 23 "Logistics" of the Specifications.

4. **Q.** Where is the construction staging area for the project?
   A. Contractor can use few parking stalls in front of the building or by the dumpster. Contractor shall coordinate with the Engineer for exact location.

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

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until **2:00 p.m., Tuesday, March 27, 2018.**

If you have additional questions, please contact Project Manager by email at engineering-admin@monterey.org.

Sincerely,

Elvie Camacho, PE, QSD
Senior Engineer

c: City Engineer
Finance

CAO RISK

Presidio Municipal Services Agency
The Cities of Seaside & Monterey

Mandatory Pre-Bid Meeting
Sign in Sheet

Project Name: POM-B652 Floor Covering Replacement

Location: B652 Presidio of Monterey

Time and Date 10:00 a.m. 3/9/2018

Name	Organization	Phone No.	Email Address
Elvie Camacho	City of Monterey	(831) 760-2275	Camacho@monterey.org
Bill Thayer	Thayer Const	831 641-9147	WTHAYER@THAYERCONSTRUCTION.COM
Jeff Ryan	Continental Flooring	209-321-1995	P.Wilson@Continental Flooring
David Compton	CCD	831-277-4818	DAVID@CCD4U.COM
Chris White	WHeeler	(831) 585-1443	Chris@wheelersflooring.net
Kristian Dena	Coastal Flooring Surfaces	(815) 399-7179	sales@coastalflooringsurfaces.com
AMADOR VALDOVINOS	BT. MANCINI CO.	408 210 9868	AMADOR.VALDOVINOS@BTMANCINI.COM
SELINA-ROSE	EAGLE BUILDERS	925-241-5766	Kevin@eagle-builder.com
Greg Shanklin	Pueblo Construction	(831) 915-6823	gshanklin@pueblo construction.net
THAD HOLLIMON	GRAND CONSTRUCTION	209-430-0965	grand.construction@yahoo.com
Conrad Sotelo	HLM Inc	408-955-1100	conrad@harry lmyorphy.com
Tony Hernandez	City of Monterey	(831) 682-3606	ahernandez@monterey.org
JEFFREY M POST	IGSA Manager	831-242-6830	jeffrey.m.post4.civ@mail.mil
HENRY TRAVIS	IWTCM	831 242-7120	henry.travis@navy.mil
KEITH SMITH	IWTCM	831 242 7065	Keith.a.smith3@navy.mil
Ricardo Saldaña	DPW	831-242-6316	ricardo.r.saldana.civ@mail.mil

CAO RISK

CITY OF MONTEREY

Colton Hall, California Constitution Hall 1849

DEPARTMENT OF PLANS & PUBLIC WORKS

DATE: March 22, 2018

TO All Bidders

SUBJECT: **Addendum 3**

PRESIDIO OF MONTEREY BUILDING 652 FLOOR COVERING REPLACEMENT

Sent Via: EbidBoard

I. Part I, Page 1 - NOTICE TO CONTRACTORS

Mandatory Pre-Bid Conference:

Please note that nobody attended the second optional pre-bid meeting that was scheduled for March 22, 2018 at 11:00 am.

Specifications are amended as follows

II. Part IV, Page 12 – SPECIAL PROVISIONS

Construction Procedure:

1. Construction access and operations shall be limited to one floor (Wing A and Wing B) at a time. Contractor shall submit construction phasing plan and associated timeline for approval before commence of installation. Contractor shall coordinate with the Engineer and the building point of contact the dates of relocation seven day in advance to ensure that all personal belongings will be removed by Military personnel from furnishing and appliances. Relocation shall be done after 5:00 pm on a Friday and weekends.

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III. Part IV, Page 23 –TECHNICAL SPECIFICATIONS and ADDENDUM No. 2

Logistics:

Amend the following paragraph as follows:

Construction access and operations shall be limited to one floor (Wing A and Wing B) at a time. Contractor shall submit construction phasing plan and associated timeline for approval before commence of installation. Phasing plan shall include estimated dates for substantial completion inspection and relocation. Contractor shall coordinate with the Engineer and the building point of contact the dates of relocation seven day in advance to ensure that all personal belongings will be removed by Military personnel from furnishing and appliances. Relocation shall be done after 5:00 pm. on a Friday and weekends. No additional compensation for delay caused by relocation, additional time may be approved.

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

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until **2:00 p.m., Tuesday, March 27, 2018.**

If you have additional questions, please contact Project Manager by email at engineering-admin@monterey.org.

Sincerely,

Elvie Camacho, PE, QSD
Senior Engineer

c: City Engineer
Finance

CAO RISK

PRESIDIO OF MONTEREY-B652 FLOOR COVERING REPLACEMENT

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MAY 2015 AND APPLICABLE SECTION OF THE CALIFORNIA BUILDING CODE 2016

REVISION DATE: 9/1/2016

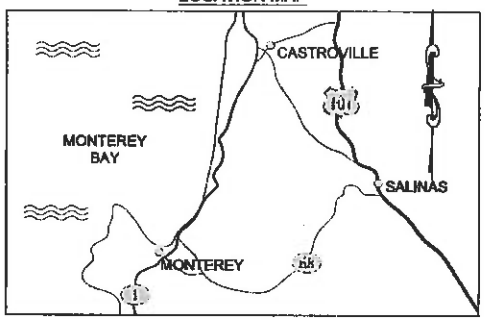
GENERAL NOTES

A. WORK IS LOCATED IN A SECURED FACILITY, CONTRACTOR SHALL ABIDE WITH ALL SECURITY REGULATIONS. THE ENGINEER OR AUTHORIZED POM SECURITY RESERVES THE RIGHT TO REMOVE FROM THE PREMISES PERSONNEL THAT ARE IN VIOLATIONS OF ANY SECURITY REQUIREMENTS.
B. CONTRACTOR SHALL SUBMIT A LIST OF EMPLOYEES TO THE ENGINEER FOR SECURITY ACCESS PROCESSING AND APPROVAL. CONTRACTOR SHALL FILL OUT ACCESS APPLICATION , AT LEAST 14 DAYS BEFORE START OF WORK.
C. CONTRACTOR SHALL BE PREPARED UPON REQUEST TO BE SEARCHED BY THE BASE SECURITY GUARD FORCE.
D. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH THE ENGINEER AND POM SECURITY PRIOR TO THE EXECUTIOF WORK. NORMAL WORK SCHEDULE IS FROM 0800 - 1700, MONDAY THROUGH FRIDAY, EXCEPT FOR FEDERAL HOLIDAYS. WEEKEND & AFTER HOUR WORK IS PERMITTED SUBJECT TO THE APPROVAL OF THE ENGINEER.
E. ALL MATERIALS TO BE USED ON SITE SHALL BE SUBMITTED TO THE ENGINEER AND ALL SUBMITTALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE MATERIALS ARRIVING ON SITE. ANY MATERIALS NOT APPROVED BY THE ENGINEER SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
F. DURING CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT GOVERNMENT STRUCTURES, EQUIPMENT AND VEGETATION ARE PROTECTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES TO EXISTING STRUCTURES CREATED AS A RESULT OF THE EXECUTION OF THIS PROJECT. AND ALL REPAIRS SHALL BE EQUAL OR BETTER THAN EXISTING AND SUBJECT TO ACCEPTANCE OF THE ENGINEER.
G. THE ENGINEER MUST APPROVE ANY AND ALL MODIFICATIONS TO EXISTING PLANS PRIOR TO EXECUTION OF WORK.
H. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT WORK AREA DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT WORK AREA IS CLEAN AT THE END OF EACH DAY.

SCOPE OF WORK

1. LIMITED ASBESTOS INSPECTION AND SAMPLING REPORT, DETERMINED SAMPLES CONTAIN NO DETECTABLE CONCENTRATION OF ASBESTOS, SEE ATTACHMENT #1 OF THE SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF POSSIBLE ASBESTOS CONTAINING MATERIAL. WORK IN THE AREA SHALL BE SUSPENDED UNTIL FURTHER NOTICE FROM THE ENGINEER.
2. CONTRACTOR TO TEMPORARILY MOVE /RELOCATE ALL ROOM FURNISHINGS TO PRE-DETERMINED AREAS, AND RETURN BACK TO THEIR ORIGINAL LOCATIONS FOLLOWING THE APPLICATIONS OF THE NEW FLOOR COVERING AND WALL BASES. COORDINATE WITH THE BARRACK REPRESENTATIVE.
3. MOVING OF FURNISHING AND APPLIANCES SHALL BE DONE WITH CARE TO AVOID DAMAGE. FURNISHINGS AND APPLIANCES DAMAGED DUE TO CONTRACTOR'S OPERATION SHALL BE REPLACED WITH EQUAL OR BETTER.
4. CONTRACTOR TO REMOVE AND DISPOSE EXISTING RUBBER COVE BASE AND EXISTING VCT FLOORING FROM BEDROOMS AND RUBBER FLOORING FROM HALLWAYS AND COMMON AREAS AND SHALL BE RECYCLED OR DISPOSED PROPERLY.
5. CONTRACTOR TO PREPARE ALL FLOOR AREAS TO RECEIVE NEW COMMERCIAL RUBBER TILES. FLOOR SURFACES SHALL BE PREPARED TO HAVE A SMOOTH AND LEVEL SURFACE, DEPRESSION AND MODULATIONS SHALL BE REPAIRED PRIOR TO FLOORING INSTALLATION WITH HIGH STRENGTH PORTLAND CEMENT-BASED PATCHING MATERIAL.
6. EXISTING COVE BASE SHALL BE REMOVED BY HAND SCRAPING TO AVOID DAMAGE TO THE EXISTING WALL. DAMAGED WALL SHALL BE RESTORED TO EQUAL OR BETTER THAN EXISTING.
7. CONSTRUCTION WORK SHALL BE LIMITED TO ONE FLOOR (WING "A" AND WING "B") AT A TIME. CONTRACTOR SHALL SUBMIT CONSTRUCTION PHASING PLAN TO OUTLINE PHASES OF WORK SUCH AS TEMPORARY RELOCATION OF FURNISHINGS, DEMOLITION, FLOOR PREPARATION, FLOOR COVERING INSTALLATION, CURING AND MOVING BACK FURNISHINGS
8. CONTRACTOR SHALL SCHEDULE A FINAL INSPECTION ACTIVITY WITH THE ENGINEER UPON COMPLETION OF THE WORK OF EACH FLOOR.

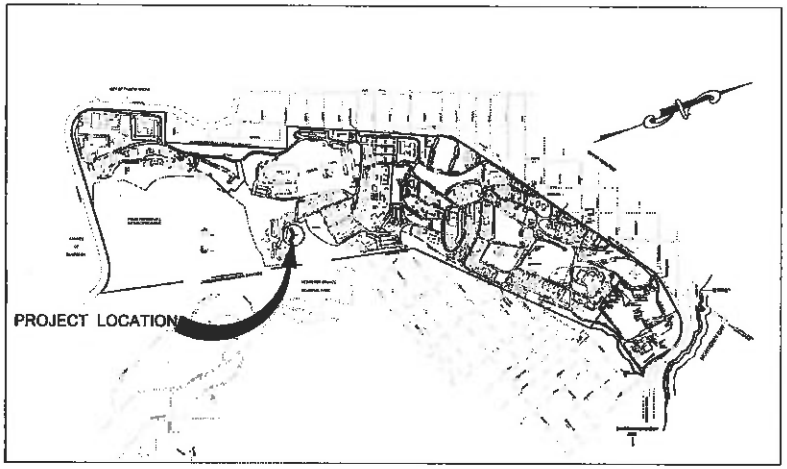
LOCATION MAP



SHEET INDEX

SHEET NO.	DRAWING NO.		
1	T-1		COVER SHEET
2	C-1		EROSION AND SEDIMENT CONTROL PLAN
3	C-1		FIRST LEVEL FLOOR COVERING PLAN
3	C-2		SECOND LEVEL FLOOR COVERING PLAN
4	C-3		THIRD LEVEL FLOOR COVERING PLAN

SITE MAP



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

APPROVED FOR CONSTRUCTION
INTERIM PUBLIC WORKS DIRECTOR
DATE

DESIGNED BY:
DRAWN BY:
CHECKED BY:
QA/QC:

No.	DATE	REVISIONS

PRESIDIO OF MONTEREY
BUILDING 652 FLOOR COVERING REPLACEMENT
LOCATION AND SITE MAPS, NOTES AND TABLE OF CONTENTS
DPW-17045

SCALE: AS SHOWN
DATE: FEBRUARY 2018
SHEET NO. T-1
SHEET 1 OF 1

EROSION AND SEDIMENT CONTROL GENERAL NOTES

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

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

B. **EXISTING VEGETATION** PROTECT EXISTING VEGETATION; AVOID REMOVAL AS REQUIRED AND WHEREVER POSSIBLE; INSTALL APPROPRIATE/PROTECTIVE FENCING, PERIMETER CONTROLS PRIOR TO WORK.

C. **EROSION AND SEDIMENT CONTROL** AS APPLICABLE, SLOPE AND SOIL STABILIZATION BMPS SHALL BE UTILIZED TO PREVENT SLOPE EROSION AND SOIL MOVEMENTON-SITE AND OFF-SITE. NO SEDIMENT MAY LEAVE THE SITE, BE DEPOSITED OFF-SITE, OR POLLUTE STORM WATER RUNOFF FROM THE CONSTRUCTION SITE.

D. **STOCKPILE MANAGEMENT** 1.) ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE, AND SECURED AT THE END OF EACH DAY. 2.) STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT, AND PRIOR TO, DURING, AND AFTER RAIN EVENTS. 3.) NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO STREET.

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

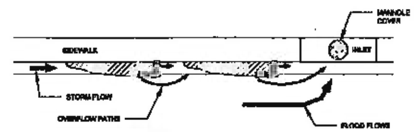
F. **VEHICLES AND EQUIPMENT** RESPONSIBLE PARTIES MUST ENSURE ALL VEHICLES AND EQUIPMENT ARE MAINTAINED IN GOOD WORKING ORDER, WILL NOT CAUSE DIRT, MUD, OIL, GREASE, OR FUEL TO BE DISCHARGED OR TRACKED OFF-SITE INTO THE STREET. INACTIVE VEHICLES/EQUIPMENT MUST USE COVER AND/OR DRIP PANS.

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

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

I. **DEWATERING** NO DEWATERING IS ALLOWED FROM CONSTRUCTION SITES UNLESS DISCHARGE IS AN EXCEPTION TO THE DISCHARGE PROHIBITION PER CITY CODE CH. 31.5-12(C), EXCEPT AS SPECIFIED FOR ASBS DRAINAGES. ANY PROPOSED DEWATERING MUST BE REVIEWED/CLEARED BY CITY AND APPLICABLE REGULATORY AGENCIES.

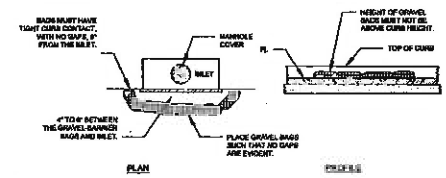
J. STORMWATER MIXED WITH NON-STORMWATER SHALL BE MANAGED AS NON-STORM WATER.



NOTES:
1. FILL GRAVEL BAGS ABOUT 2/3 FULL BEFORE PLACING IN THE GUTTER
2. PLACE TWO OR MORE SETS OF GRAVEL BAGS IN A MANNER THAT RESULTS IN MAXIMUM SUPPORT. THE FLOW LINE BAG MUST BE LOWER THAN THE TOP OF THE CURB

STREET GRADE (%)	SPACING BETWEEN BAGS (FT)
0.5	100
1.0	50
2.0	25
3.0	16
4.0	13
5.0	10

CURB AND GUTTER CONTAINMENT (1 / C-1)
NTS

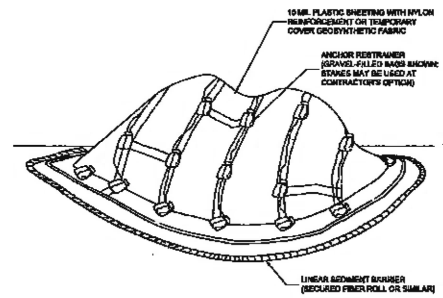


PLAN

PROFILE

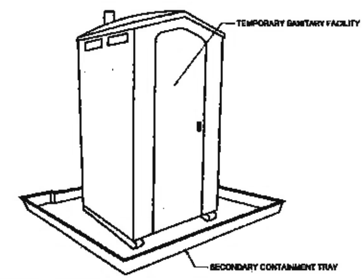
NOTES:
1. GRAVEL BAGS SHALL CONTAIN 1" TO 2" DIAMETER ROCK CONTAINED IN PERVIOUS BURLAP BAGS OR SYNTHETIC NET BAGS ABOUT 24" LONG, 12" WIDE, AND 6" HIGH.

DRAIN INLET BARRIER (2 / C-1)
NTS



NOTES:
1. ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE, AND SECURED AT THE END OF EACH DAY.
2. STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT, AND PRIOR TO, DURING, AND AFTER RAIN EVENTS.
3. NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO STREET.
4. PLASTIC SHEETING HAS LIMITATIONS DUE TO SUNLIGHT BREAKDOWN, HARD TO MANAGE IN WINDY CONDITIONS, AND CAN INCREASE RUNOFF ISSUE FOR PERIMETER CONTROLS. INSPECT FREQUENTLY OR USE GEOSYNTHETIC FABRIC AS APPLICABLE.
5. DO NOT LOCATE WITHIN 50 FEET OF A STORM DRAIN.

TEMPORARY COVER ON STOCKPILE (3 / C-1)
NTS



STORAGE AND DISPOSAL PROCEDURES

1. TEMPORARY SANITARY FACILITIES SHOULD BE LOCATED AWAY FROM DRAINAGE FACILITIES, WATERCOURSES, AND FROM TRAFFIC CIRCULATION. IF SITE CONDITIONS ALLOW, PLACE PORTABLE FACILITIES A MINIMUM OF 50 FEET FROM DRAINAGE CONVEYANCES AND TRAFFIC AREAS.
2. WHEN SUBJECTED TO HIGH WINDS OR RISK OF HIGH WINDS, TEMPORARY SANITARY FACILITIES SHOULD BE SECURED TO PREVENT OVERTURNING.
3. TEMPORARY SANITARY FACILITIES MUST BE EQUIPPED WITH SECONDARY CONTAINMENT TRAYS TO PREVENT DISCHARGE OF POLLUTANTS TO THE STORMWATER DRAINAGE SYSTEM OF THE RECEIVING WATER.
4. ARRANGE FOR REGULAR WASTE COLLECTION, DO NOT ALLOW SANITARY FACILITY TO BECOME OVERFULL.

SANITARY WASTE MANAGEMENT (4 / C-1)
NTS

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

APPROVED: SENIOR ENGINEER
DATE: 1 MARCH 2018

DESIGNED BY: | DRAWN BY: | CHECKED BY: | CAD Dwg. NAME:

No.	DATE	REVISIONS

PRESIDIO OF MONTEREY
B652 FLOOR COVERING REPLACEMENT
EROSION AND SEDIMENT CONTROL PLAN, GENERAL NOTES AND DETAILS
ALONG SSG. FRONIUOS LOOP
DPW-17045

SCALE: | DATE: | DWG No. C-1

POM-B652 FLOOR COVERING REPLACEMENT

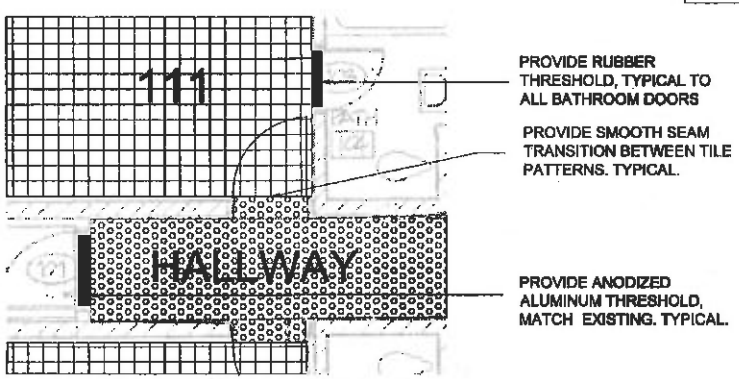
WING "A"

FIRST LEVEL FLOOR COVERING PLAN

WING "B"

8 4 0' 4 8 16
GRAPHIC SCALE
SCALE : 1" = 8'

NOTE : INTERIOR DOORS TO BEDROOM UNITS AND ADMIN/RECREATION ROOM ARE NOT SHOWN FOR CLARITY



TYP. FLOORING DETAIL AT DOORS

NOTES & LEGENDS

1. REMOVE AND RECYCLE (OR DISPOSE) EXISTING VCT OR RUBBER TILE FLOORING AND WALL BASES AND INSTALL NEW COMMERCIAL TYPE RUBBER TILE WITH RUBBER COVE BASE.

2. EXISTING STAINLESS STEEL EXPANSION JOINT COVER PLATE TO BE TEMPORARILY REMOVED, IF NECESSARY, TO FACILITATE FLOOR COVERING INSTALLATION. REMOVAL SHALL BE DONE WITH CARE TO AVOID DAMAGE TO EXISTING METAL PLATE. IF METAL PLATE IS DAMAGE, AS DETERMINED BY THE ENGINEER, IT SHALL BE REPLACED EQUAL TO EXISTING. REPAINT EXISTING METAL COVER PLATE IF RE-USED. NEW METAL COVER PAINT SHALL BE PAINTED TO MATCH EXISTING, IF NECESSARY.

NEW 18"x18"x⅛" COMMERCIAL RUBBER TILE (APPROX. 3195 SF) ENDURA, OR APPROVED EQUAL, FLECKSIBLES GRANITE GREY (014) SCULPTURED SURFACE, WITH 4" x ⅛" RUBBER COVE BASE, SEE NOTE 1

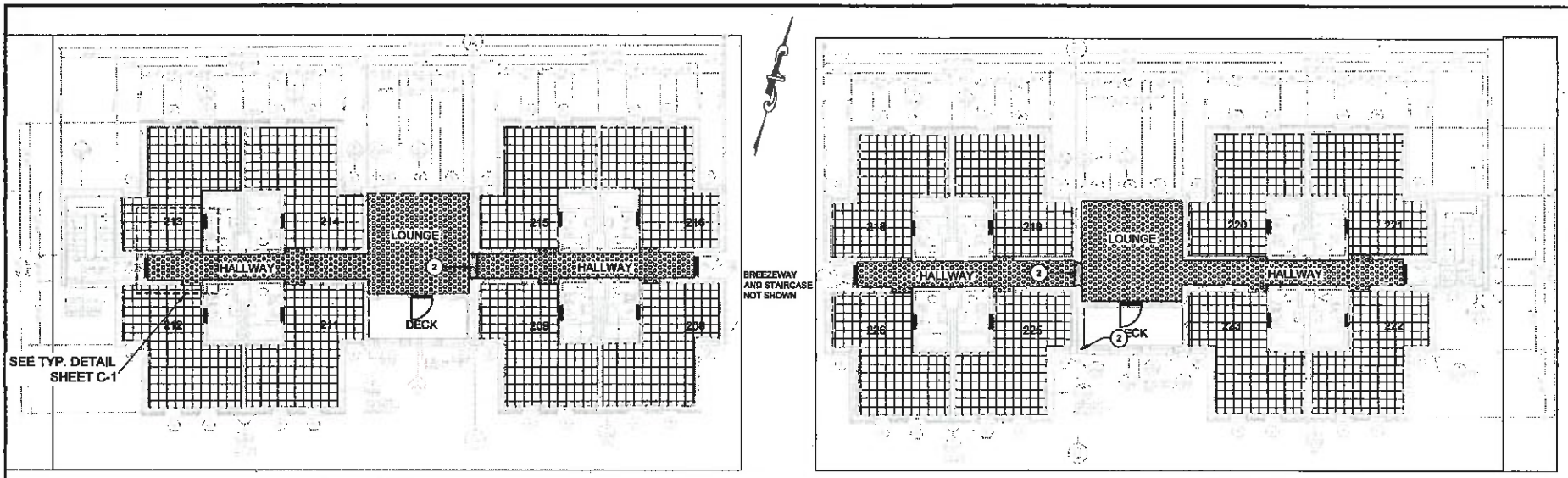
NEW 18"X18"X⅛" COMMERCIAL RUBBER TILE (APPROX. 1930 SF) ENDURA, OR APPROVED EQUAL, ROUND RAISED DUSK PATTERN, UNICOLOR GREY (204) BY BURKE FLOORING OR APPROVED EQUAL. SEE NOTE 1

NEW TRANSITION THRESHOLDS. PROVIDE RUBBER TRANSITION THRESHOLDS AT BATHROOMS DOORS. PROVIDE ANODIZED ALUMINUM METAL THRESHOLDS AT ALL EXTERIOR DOORS WHERE NEW FLOORING IS INSTALLED.

CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL 831.646.3921 WEBSITE: WWW.MONTEREY.ORG	APPROVED SENIOR ENGINEER DATE 1 March 2018	DESIGNED BY: EMC DRAWN BY: EMC CHECKED BY: STAFF CAD Eng. NAME: MEDFLAMMAD	No. DATE REVISIONS	PRESIDIO OF MONTEREY B652 FLOOR COVERING REPLACEMENT FIRST LEVEL FLOOR COVERING PLAN ALONG SEG. FRONIUOS LOOP DPW-17045	SCALE: AS SHOWN DATE: MARCH 2018 DWG NO. C-2 SHEET 3 OF 5

REVISION DATE: 8/1/2018

POM-B652 FLOOR COVERING REPLACEMENT



WING "A"

WING "B"

SECOND LEVEL FLOOR COVERING PLAN

8 4 0' 4 8 16

GRAPHIC SCALE
SCALE : 1"= 8'

NOTE : INTERIOR DOORS TO BEDROOM UNITS ARE NOT SHOWN FOR CLARITY

NOTES & LEGENDS

1. REMOVE AND RECYCLE (OR DISPOSE) EXISTING VCT AND RUBBER TILE FLOORING AND WALL BASES AND INSTALL NEW COMMERCIAL TYPE RUBBER TILE WITH RUBBER COVE BASE.

2. EXISTING STAINLESS STEEL EXPANSION JOINT COVER PLATE TO BE TEMPORARILY REMOVED, IF NECESSARY, TO FACILITATE FLOOR COVERING INSTALLATION. REMOVAL SHALL BE DONE WITH CARE TO AVOID DAMAGE TO EXISTING METAL PLATE. IF METAL PLATE IS DAMAGE, AS DETERMINED BY THE ENGINEER, IT SHALL BE REPLACED EQUAL TO EXISTING. REPAINT EXISTING METAL COVER PLATE IF RE-USED. NEW METAL COVER PAINT SHALL BE PAINTED TO MATCH EXISTING, IF NECESSARY.

NEW 18"x18"x⅛" COMMERCIAL RUBBER TILE(approx. 4128 SF): ENDURA, OR APPROVED EQUAL, FLECKSIBLES GRANITE GREY (014) SCULPTURED SURFACE, WITH 4" x ⅛" RUBBER COVE BASE, SEE NOTE (1)

NEW 18"X18"X⅛" COMMERCIAL RUBBER TILE (approx. 1088 SF): ENDURA, OR APPROVED EQUAL, ROUND RAISED DUSK PATTERN, UNICOLOR GREY (204) BY BURKE FLOORING OR APPROVED EQUAL. SEE NOTE (1)

NEW TRANSITION THRESHOLDS. PROVIDE RUBBER TRANSITION THRESHOLDS AT BATHROOMS DOORS. PROVIDE ANODIZED ALUMINUM METAL THRESHOLDS AT ALL EXTERIOR DOORS WHERE NEW FLOORING IS INSTALLED.

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

APPROVED
SENIOR ENGINEER
DATE 1 MARCH 2016

LICENSED PROFESSIONAL ENGINEER — No. 62577 — 12/31/16 — STATE OF CALIFORNIA

DESIGNED BY
DRAWN BY
CHECKED BY
QAQC Prog. Mgr.

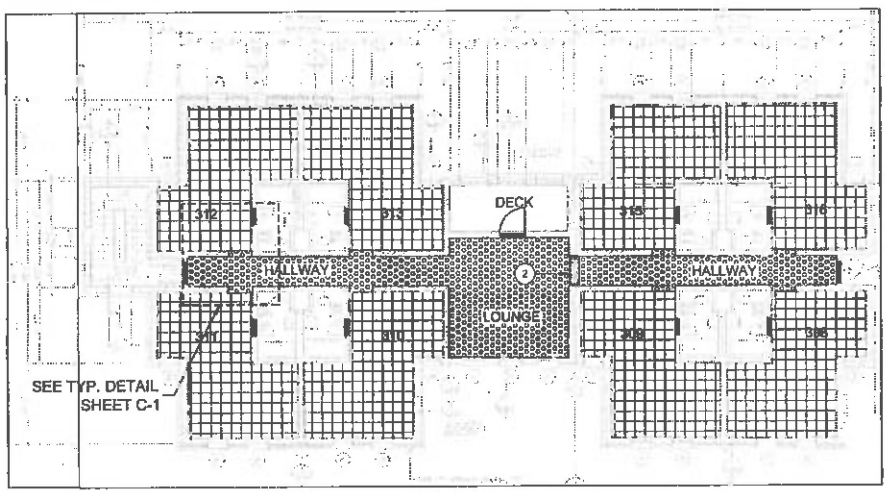
No.	DATE	REVISIONS

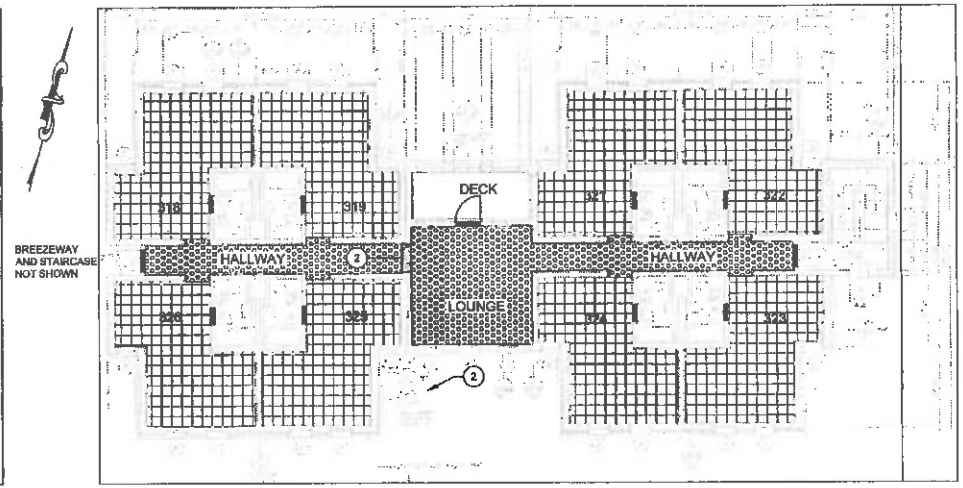
PRESIDIO OF MONTEREY
B652 FLOOR COVERING REPLACEMENT
SECOND LEVEL FLOOR COVERING PLAN
ALONG SSG. FRONIUS LOOP
DFW-17045

SCALE: AS SHOWN
DATE: MARCH 2016
DRWG NO. C-3
SHEET 3 OF 3

REVISION DATE: 8/1/2015

POM-B652 FLOOR COVERING REPLACEMENT





WING "A"

WING "B"

THIRD LEVEL FLOOR COVERING PLAN

GRAPHIC SCALE
SCALE : 1" = 8

NOTE : INTERIOR DOORS TO BEDROOM UNITS ARE NOT SHOWN FOR CLARITY

NOTES & LEGENDS

1. REMOVE AND RECYCLE (OR DISPOSE) EXISTING VCT AND RUBBER TILE FLOORING AND WALL BASES AND INSTALL NEW COMMERCIAL TYPE RUBBER TILE WITH RUBBER COVE BASE.

2. EXISTING STAINLESS STEEL EXPANSION JOINT COVER PLATE TO BE TEMPORARILY REMOVED, IF NECESSARY, TO FACILITATE FLOOR COVERING INSTALLATION. REMOVAL SHALL BE DONE WITH CARE TO AVOID DAMAGE TO EXISTING METAL PLATE. IF METAL PLATE IS DAMAGE, AS DETERMINED BY THE ENGINEER, IT SHALL BE REPLACED EQUAL TO EXISTING. REPAINT EXISTING METAL COVER PLATE IF RE-USED. NEW METAL COVER PAINT SHALL BE PAINTED TO MATCH EXISTING, IF NECESSARY.

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NEW TRANSITION THRESHOLDS. PROVIDE RUBBER TRANSITION THRESHOLDS AT BATHROOMS DOORS. PROVIDE ANODIZED ALUMINUM METAL THRESHOLDS AT ALL EXTERIOR DOORS WHERE NEW FLOORING IS INSTALLED.

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

APPROVED
SENIOR ENGINEER
1 MARCH 2018
DATE

DESIGNED BY: SK/Consultant
DRAWN BY: SMC
CHECKED BY: STAFF
R&E Dwg. NAME: SMCPLAN.DWG

No.	DATE	REVISIONS

PRESIDIO OF MONTEREY
B652 FLOOR COVERING REPLACEMENT
THIRD LEVEL FLOOR COVERING PLAN
ALONG SBG. FRONIUOS LOOP
DPW-17045

SCALE: AS SHOWN
DATE: MARCH 2018
SHEET NO. C-4
SHEET 3 OF 6

POM-B652 FLOOR COVERING REPLACEMENT

REVISION DATE: 9/1/2015

APPENDIX A: BID PROPOSAL FORMS

CITY OF MONTEREY

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

PRESIDIO OF MONTEREYBUILDING 652 FLOOR COVERING REPLACEMENT DPW-17045

Submit the following items unbound:

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

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: Arizona Continental Flooring Company DBA Continental Flooring Company
Company Name

Signature
Christopher L. Coleman, President

3/26/18
Date

CAO RISK

PRESIDIO OF MONTEREY
BUILDING 662 FLOOR COVERING REPLACEMENT
DPW-17045

CITY OF MONTEREY

PART II: PROPOSAL

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

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

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	$11,021.00	$11,021.00
2	Environmental Pollution Prevention Compliance	1	LS	N/A	$1,000.00
3	Logistics	1	LS	$10,650.00	$10,650.00
4	Removal and Recycle or Disposal of Existing Floor Covering (Rubber Tile)	15500	SF	$1.00	$15,500.00
5	Removal and Disposal of Existing Cove Base	4950	LF	$0.10	$495.00
6	Install New Commercial Rubber Tile Flooring	15500	SF	$12.39	$192,045.00
7	Install New 4" Rubber Cove Base	4950	LF	$2.85	$14,108.00
	TOTAL BASE BID (ITEMS 1 THROUGH 7) (In Words) Two Hundred Forty Five Thousand Four Hundred Eighty Nine Dollars				(In Figures) $245,489.00

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 7)

DECLARATION OF BIDDER

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: 847757 Class: C-15 Expiration date: 6/30/18

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000019277

Name of Firm: Continental Flooring Company DBA Arizona Continental Flooring Company

Address: 9319 N. 94th Way Suite 1000, Scottsdale, AZ 85258

Telephone: 800.825.1221

Email: pcoleman@continentalflooring.com

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

Corporation

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 60-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed this 26 day of March, 2018, in Maricopa County, ~~California~~ Arizona

Authorized Signatory

Christopher L. Coleman, President
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	DATE RECEIVED
1. Authorized Signatory	3/2/18
2. Christopher L. Coleman, President Authorized Signatory	3/13/18
3. Christopher L. Coleman, President Authorized Signatory	3/22/18
4. Authorized Signatory	
5. Authorized Signatory	
6. Authorized Signatory	

BIDDER'S STATEMENT OF QUALIFICATIONS

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

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
See attached				

CAO RISK

Continental Flooring Company

Flooring References

Customer Name	Location	Materials Installed	Comp Date	Contract Amount	Contact Name	Contact	Contact Email
Travis Air Force Base	Travis AFB, CA	Various flooring proj.	Various	$900,000.00	Joel Ambton	707-424-2706	joel.ambton.1@us
Cheyenne Mountain AFB	Colorado Springs, CO	Flooring installation	Jul-17	$118,330.00	Timothy Ebbens	719-474-2007	
Rutherford County Schools	Murfreesboro, TN	Install carpet tiles and base	May-17	$240,975.00	Drew Hodge	615-893-5815	
Washington Navy Yard	Washington, DC	Install carpet tile and base	May-17	$110,380.00	James Guilford	202-433-7935	
Bloomsburg University	Bloomsburg, PA	Install Mohawk carpet and base	Apr-17	$124,057.00	Kevin Whitney	570-389-4579	
Minneapolis Veterans Home	Minneapolis, MN	Install carpet and base	Jan-17	$283,830.00	Jesse Klenkowski	612-331-7178	
San Diego GSA	San Diego, CA	Shaw Carpet Tiles	Nov-16	$319,837.30	David Dias	619-668-2816	
Tampa International Airport	Tampa, Florida	Carpet replacement	May-16	$697,000.00	Adam Smith	813-676-4337	
Department of Veterans Affairs	Jamaica, NY	Install Flexco LVT	Apr-16	$170,478.34	Dominik Gammon	716-626-1000	
US Air Force	Peterson AFB, CO	Install VCT & Base	Jun-15	$118,485.00	Sean Dooley	719-556-4024	
AFPC/SVCHL	Kadena, Japan	Flooring	Apr-15	$119,376.55	Noel Hulganya	210-395-7872	
Lew-McChord AFB	Lew-McChord AFB, WA	Floor Tile	Apr-15	$988,040.85	Steve Dawson	253-477-2988	
Tinker AFB	Tinker AFB, OK	Flooring	Mar-15	$98,601.50	John Seabury	405-734-5563	
Maxwell AFB	Montgomery, AL	Install carpet, rubber flooring and base	Apr-14	$112,651.59	Susan Thomas	210-395-7869	susan.thomas.8@us.af.mil
Lowell High School	Lowell, MA	Cove base, carpet and vct	Aug-13	$110,315.78	Jay Lang	978-694-2020	
Town of West Hartford	West Hartford, CT	VCT and base	Aug-13	$405,929.58	Michael Longo	800-531-7927	
Travis AFB	Travis AFB, CA	Various Flooring Projects	Dec-12	$200,000.00	Joel Ambton	707-424-2706	joelambton.1@us.af.mil
Army National Guard	Gulfport, MS	Carpet, VCT and Base	Aug-12	$398,300.00	Dennis Shadwell	228-323-0207	dennis.shadwell@ang.af.mil
Town of Maynard	Maynard, MA	VCT and Cove Base	Jul-12	$160,636.86	Gregg Lefler	978-897-1308	glefler@townofmaynard.net
City of Lowell	Lowell, MA	Install VCT	Jul-12	$266,484.00	Jay Lang	978-479-8794	
SSA Administration	Philadelphia, PA	Shaw Carpet Tiles	Dec-11	$235,380.00	Barry Ellis	215-597-8204	barry.c.ellis@ssa.gov
California State University	Hayward, CA	Carpet and sheet vinyl	Sep-11	$587,880.00	Keat Saw	510-885-3688	
County of San Joaquin	Stockton, CA	Carpet and VCT	Apr-11	$894,393.30	Gabriel Kamm	209-468-3357	
Hampton Redevelopment and HA	Hampton, VA	Sheet Vinyl, Vinyl Base	Nov-10	$207,600.00	Karen Gelhaar	757-727-1521	kgelhaar@hrha.org
Springdale Housing Authority	Springdale, AR	Armstrong VCT	Nov-10	$333,830.00	Randy Hoeschen	501-848-5575	
SSA	Philadelphia, PA	Shaw Carpet Tile	Aug-10	$238,083.00	Jan Carter	215-597-8206	
Hillsborough City Aviation Auth.	Tampa, Florida	Carpet and Ceramic	Aug-10	$1,159,710.66	Key Bulnes	813-870-7846	
State of Rhode Island	Providence RI	Flooring	Jun-10	$833,336.00	Artis Jochmann	401-222-1285	

RISK

CAO

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 the 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 the 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
Tracy Flooring, Inc.	913706	1000011981	Tracy, CA	Flooring Install

PERFORMANCE BOND

BOND NO. S453758

PREMIUM: $3712.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and Continental Flooring Company dba ~~Arizona Continental Flooring 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 April 18, 2018, and identified as project Presidio at Monterey Building 652 ~~Floor Covering, DPW-17045~~ 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 Employers Mutual Casualty Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Two Hundred Forty Five Thousand Four Hundred Eighty Eight dollars ($ 245,488.00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

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

Continental Flooring Company dba Arizona Continental Flooring Company

By _____
PRINCIPAL Christopher L Coleman
President

By: Employers Mutual Casualty Company
~~CORPORATE~~ Surety

By: _____
ATTORNEY-IN-FACT Melanie Ankeney

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

State of *Arizona*

County of *Maricopa*

On this 19th day of April 2018, before me

personally appeared Melanie Ankeney

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

Notary Public
Jennifer Castillo

My Commission Expires:
4-5-2021

JENNIFER CASTILLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2021

CAO RISK

State of ARIZONA

County of MARICOPA

On this 26 day of April, before personally appeared

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

By: _____
Notary Public

JENNIFER SOMMER
Notary Public - Arizona
Maricopa County
My Comm. Expires May 9, 2019

My Commission Expires:

CAO RISK

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. C13716

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 4th day of OCTOBER, 2017.

Seals

SEAL — EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

1863 — UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED IOWA

1953 — EMC PROPERTY & CASUALTY CO. INCORPORATED IOWA

SEAL — ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

SEAL — DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

SEAL — EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2019

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Todd Strother
Vice President

On this 4th day of OCTOBER AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on OCTOBER 4, 2017 on behalf of:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of APRIL, 2018

Vice President

CAO RISK

7032 (12-16)

For verification of the authenticity of the Power of Attorney you may call (515) 345-2689.

PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: S453758

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, Continental Flooring Company dba Arizona Continental Flooring Company as Principal (also referred to herein as "CONTRACTOR"), and Employers Mutual Casualty Company as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Two Hundred Forty Five Thousand Four Hundred Eighty Eight Dollars ($ 245,488.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the Presidio of Monterey Building 652 Floor Covering Replacement (DPW-17045), in accordance with OWNER's Call for Bids documents and Principal's Bid Dated April 18, 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;

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

19th day of April, 20 18.

Employers Mutual Casualty Company	Continental Flooring Company dba Arizona Continental Flooring Company
Surety	Principal
By: Melanie Ankeney	By:
Melanie Ankeney, Attorney-In-Fact	Christopher L Coleman, President
Print Name/Title	Print Name/Title
7220 N. 16th Street, Building K, Phoenix, AZ 85020	9319 N. 94th Way, Suite 1000, Scottsdale, AZ 85258
Address	Address
(480) 878-4226	(480) 948-8509
Telephone Number	Telephone Number
melanie@cbialliance.com	
Email Address	Email Address

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

State of *Arizona*

County of *Maricopa*

On this 19th day of April 2018, before me

personally appeared Melanie Ankeney

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

By: _____
Notary Public
Jennifer Castillo

My Commission Expires:
4-5-2021

JENNIFER CASTILLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp: April 5, 2021

CAO RISK

State of ARIZONA

County of MARICOPA

On this 26 day of April, before personally appeared

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

By: _____

Notary Public

JENNIFER SOMMER
Notary Public - Arizona
Maricopa County
My Comm. Expires May 9, 2019

My Commission Expires:

CAO RISK

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. C13715

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 4th day of OCTOBER, 2017.

Seals

SEAL — EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

1863 — UNION INSURANCE COMPANY OF PROVIDENCE — INCORPORATED — IOWA

1953 — EMC PROPERTY & CASUALTY CO. — INCORPORATED — IOWA

SEAL — ILLINOIS EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

SEAL — DAKOTA FIRE INSURANCE COMPANY — CORPORATE — NORTH DAKOTA

SEAL — EMPLOYERS MUTUAL CASUALTY CO. — CORPORATE — DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. — MUTUAL — DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 760769
My Commission Expires
October 10, 2019

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Todd Strother
Vice President

On this 4th day of OCTOBER AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on OCTOBER 4, 2017 on behalf of:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of April, 2018.

Vice President

CAO RISK

For verification of the authenticity of the Power of Attorney you may call (515) 345-2689.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Continental Flooring Company DBA Arizona Continental Flooring Company, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 29 day of March, 2018 in Scottsdale [city], Maricopa County, Colorado Arizona

Signature

Christopher L. Coleman, President
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 26 day of March, 2018 in Scottsdale (city), Maricopa County, California: Arizona

Signature

Christopher L. Coleman, President

Printed Name and Title