

New Bid Opening: 11:00 A.M., Friday, June 30,  
2023  
at the Monterey Peninsula Airport District Office  
200 Fred Kane Drive, Suite 200  
Monterey, California 93940

## **SPECIFICATIONS**

### **SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS**



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## **MEMBERS OF THE BOARD**

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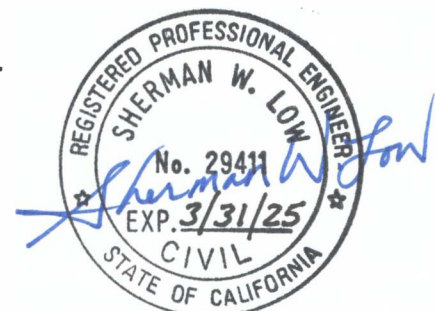
William "Bill" Sabo

Michael La Pier, Executive Director

## **NEILL ENGINEERS CORP.**

Carmel, California

June 2023



4/13/23



## **SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS**

### **ADDENDUM NO. 2**

#### **NOTICE TO CONTRACTORS:**

New Bid Opening: 11:00 A.M., Friday, June 30, 2023

The following changes are hereby made to the project plans and specifications:

Generally, the crack seal and Type II Slurry Seal work is deleted from the project and is replaced by an asphalt concrete overlay.

#### **PLANS:**

Replace project plans with the attached revised set of plans, consisting of 4 sheets labeled ADDENDUM No. 2.

#### **SPECIFICATIONS:**

- (1) Under Notice to Contractors, page 1, 2nd paragraph:  
Remove "crack sealing, applying Type II slurry seal" from the description of work.
- (2) Under Notice to Contractors, page 1, 3rd paragraph: "All bids submitted shall meet the following terms and conditions:

Change item 1 to read:

1. Sealed proposal must be received at the office of the Monterey Peninsula Airport District, 200 Fred Kane Drive, Suite 200, Monterey, California by, no later than 11:00 am, on Friday, June 30, 2023, at which time and place they will be publicly opened and read for construction of "Sky Park Drive and 2801 Monterey-Salinas Highway Improvements" for the Monterey Regional Airport, in accordance with the plans identified as Addendum No. 2, specifications and special provisions prepared by Neill Engineers Corp., dated revised June 8, 2023.

- (3) Under Special Provisions, page 11, Replace Section 8-1.05 - Time, with the following:

8-1.05 - Time - Time is of the essence. The award of contract is anticipated to be made at the July 19, 2023 Airport District Board meeting. Construction shall be scheduled to commence on or around August 23, 2023 after District award.

9-Contract time

starts on the date specified in the Notice to Proceed. The project time of completion is sixty (60) calendar days; however, the project shall be substantially completed within thirty (30) calendar days. Substantial completion requires completion of all paving operations including the 1st coat of paint for the traffic striping and markings.

- (4) Under Technical Specifications, page 14, Replace Section 15-1.04 - Payment with the following:

Section 15-1.04 - Payment - Payment for raising/adjusting manholes, catch basins, water valve boxes, and utility box located within the roadway or parking lot to new finished grade shall be made at the contract unit price under:

Item: Raise Manhole .....	Per Each
Item: Raise Water Valve Box .....	Per Each
Item: Lower Catch Basin .....	Per Each
Item: Raise Utility Box .....	Per Each

Contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to complete the work, as specified on the plans and the Technical Specifications.

- (5) Under Technical Specifications, pages 16 and 17, DELETE Section 37 - Bituminous Seals.
- (6) Under Technical Specifications, page 21, add the following sentence to Section 85-1.04 - Payment:

No separate payment shall be made for installing blue markers opposite fire hydrants. Compensation for placing blue pavement markers opposite fire hydrants shall be considered as included under the pertinent bid items.

- (7) Under Proposal Forms, replace entire Proposal Forms, pages 22 through 29 with the attached Proposal Forms labeled ADDENDUM No. 2. Submit the ADDENDUM No. 2 Proposal Forms, the signed Addendum No. 2 acknowledgement and Bidder's Bond with the bid proposal package.

**Contractor shall sign & include Addendum No. 2 as part of the proposal package.**

by \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Prepared by:  
Neill Engineers Corp.  
June 8, 2023  
770-23A Addendum No. 2

**MONTEREY REGIONAL AIRPORT**  
Monterey, California

**SKY PARK DRIVE AND  
2801 MONTEREY-SALINAS HIGHWAY  
IMPROVEMENTS**

**SPECIAL PROVISIONS**



**MONTEREY REGIONAL AIRPORT**  
Monterey, California

**SPECIAL PROVISIONS**

**SKY PARK DRIVE AND  
2801 MONTEREY-SALINAS HIGHWAY  
IMPROVEMENTS**

The work embraced herein is shown on a set of plans entitled "Sky Park Drive and 2801 Monterey-Salinas Highway Improvements", prepared by Neill Engineers Corp., dated April 2023.

The work, as indicated by the plans shall be done in accordance with the Special Provisions/Technical Specifications and Contract annexed hereto, and also in accordance with the Standard Specifications 2015 of the State of California, Department of Transportation, referred to herein as the "Standard Specifications", which are hereby incorporated by reference.

In case of conflict between any portion of the Standard Specifications and the Special Provisions/Technical Specifications and/or the plans, precedence shall be given first to the plans and second to the Special Provisions/Technical Specifications, and the plans and/or these Special Provisions/Technical Specifications shall be used in lieu of such conflicting portions.

**SECTION 1. - GENERAL**

**1-1.07B - Glossary** - Wherever State, Department, Department of Public Works, Owner, City, District, or words of like portent or meaning are used in the Standard Specifications or other contract documents they shall have the meaning of the Monterey Peninsula Airport District, Monterey County, California, or its designated officials acting for the said District, within the scope of such duties entrusted to them.

Wherever the words of Director, Engineer, Director of Public Works, or words of like portent or meaning appear in the Standard Specifications, they shall have the meaning of the Deputy Executive Director, Chris Morello acting either directly or through properly authorized agents, such agents acting within the scope of such duties entrusted to them.

**SECTION 4. - SCOPE OF WORK**

The bidder's attention is directed to all of the provisions of Section 4 of the Standard Specifications for the requirements and conditions concerning the scope of work.

**4-1.05 - Changes and Extra Work** - Changes and extra work shall not be in effect until an agreed change order is signed by the District. In lieu of a signed change order, the District shall not share or accept the burden of cost or expense for any item other than those items set forth in the bidding schedule.

All cost incidental to the construction of the project are considered as included in the items for which payment is to be made.

## **SECTION 5. - CONTROL OF WORK**

The bidder's attention is directed to all of the provisions of Section 5 of the Standard Specifications for the requirements and conditions concerning the control of work. The Engineer shall be notified in writing at once should the Contractor find discrepancies in, or omissions from the plans and specifications, or be in doubt as to their meaning.

Other construction may be underway by other forces or by other Contractors within or adjacent to the project work area. Contractor shall cooperate with all other Contractors to avoid delays or hindrance to each others' work.

**5-1.26 - Construction Surveys** - The Contractor shall be responsible for establishing the lines and grades required for completion of the work. Construction surveys shall be performed at his expense.

**5-1.36 - Preservation of Property** - The Contractor's attention is directed to this section of the Standard Specifications.

The Contractor shall personally notify all adjacent private property owners, lessees, commercial businesses and the Air Traffic Control Tower of the impending work at least 10 days prior to construction. The Contractor shall preserve or replace in kind all fences, walls, landscaping, trees, mail boxes, sign posts, sidewalks, etc., in the construction area unless otherwise noted in the plans or directed by the Engineer. Any damaged facilities located within the construction area including adjacent private property shall be restored to as good or better condition than found. Restoration work shall be performed at the Contractor's expense.

**5-1.47 - Guarantee** - The work in this contract shall be guaranteed from defects in materials, workmanship, and installation for a period of **one (1) year** from the date of acceptance. The Contractor shall bear the cost of items proven defective.

## **SECTION 6. - CONTROL OF MATERIALS**

The bidder's attention is directed to all of the provisions of Section 6 of the Standard Specifications for the requirements and conditions concerning the Control of Materials.

The District will furnish no materials unless specifically called for on the plans or specified in the specifications.

Materials and work shall be tested in accordance with the methods in use by the State of California, Department of Transportation and shall be performed by a recognized testing firm.



Testing for quality and acceptability of materials, including compaction tests shall be the responsibility of the Contractor and performed at his expense. Contractor's testing firm shall have prior approval of the District. All tests not meeting the requirements will be retested with the written test result and report submitted to the District. Field reports shall be provided to the District's representative during construction. A final report shall be submitted to the District for final acceptance.

Compaction tests shall be performed for the following:

- Subgrade for roadway pavement widening strip
- Cl. 2 aggregate baserock for roadway pavement reconstruction areas & widening strip
- Asphalt concrete surface for asphalt concrete overlays and roadway pavement reconstruction areas & widening strip

## **SECTION 7. - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

The provisions of Section 7, Legal Relations and Responsibility to the Public, of the Standard Specifications shall apply.

**7-1.02K(2) - Wages** - In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Industrial Relations publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 42603, San Francisco CA 94142, or on the World Wide Web at <http://www.dir.ca.gov>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective.

**7-1.02K(6) - Occupational Safety and Health Standards** - The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

The Contractor shall have a written, effective Injury and Illness Prevention Program (IIPP).

**7-1.02K(6)(b) - Excavation Safety** - The Contractor is responsible for excavation safety. Trenches must be closed or plated at the end of each working day. No open trenches will be allowed at night or on weekends.

**7-1.02R - Environmental Stewardship** - 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. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses 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.

Contractor shall employ erosion prevention and sediment control construction site management practices that result in the following outcomes:

## **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall develop and implement an erosion and sediment control plan that result in the following outcomes:

- A. No deposit or discharge of sediment from the construction area onto adjacent properties or into waterways and related natural resources in excess of those that occur through natural processes;
- B. No deposit of mud, soil, sediment, concrete washout, trash, or other similar construction-related material onto public rights of way and private streets, and into the Airport's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles, in excess of those that occur through natural processes. Any such discharge shall be cleaned-up immediately. As a part of complying with this requirement private streets and driveways and nearby public rights of way will be swept by the Contractor at the end of each work day, or more often if circumstances warrant it, and the sweepings properly disposed of to ensure that such materials from the construction site do not enter the Airport's storm drainage system.
- C. No exposure of graded areas and stockpile areas to storm water run-on. Run-on shall be controlled by diversion structures such as dikes, secondary containment or covers.
- D. No runoff from graded areas or stockpile areas containing sediments. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated on-site; and
- E. From October 15 to April 15, soil stabilization of graded areas shall be in place in any portion of the site where construction activities have temporarily or permanently ceased.
- F. No release of hazardous substances, such as oils, paints, thinners, fuels and other chemicals.

Best Management Practices (BMPs) for construction sites include, but are not limited to: spill prevention and control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; erosion control measures. Detailed procedures for each of these activities can be found in the California Storm Water Best Management Practice Handbooks, the Caltrans Storm Water Quality Handbooks, BMP Guidance Series by Monterey Regional Storm Water Management Program, and the Erosion and Sediment Control, Field Manual by San Francisco Bay Regional Water Quality Control Board.



Activities to be performed by Contractor from October 15 to April 15 include, but are not limited to:

A. Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

B. Contractor shall inspect the following areas at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces measurable rainfall at the site:

- B.1. Disturbed areas of the construction site,
- B.2. Areas that have not been finally stabilized,
- B.3. Areas used for storage of materials exposed to precipitation, and
- B.4. Areas where vehicles exit the site

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

C. Areas noted above shall be inspected for evidence of, or the potential for,

- C.1. Erosion, or
- C.2. Sediments entering waterways or the drainage system, or
- C.3. Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing degradation of receiving water quality in violation of receiving water quality standards. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

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

The Contractor shall be fully responsible for any damage, clean-up, and imposed fines resulting from non-compliance with environmental laws and regulations including any sewage spillage/overflow and storm water pollution during the course of the work. The Contractor shall indemnify and hold Airport District harmless, from and against any and all claims arising out of Contractor's performance of the work called for under these Special Provisions/Technical Specifications, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense or investigation of any claim or action or proceeding arising therefrom.

## TREE PROTECTION REQUIREMENTS

Trees shall be protected from damage during construction.

The Contractor is responsible for any damages to trees caused by the construction activities.

Root severing or pruning shall be avoided when possible. Tunneling under roots is preferred. The Airport representative shall be contacted prior to any root pruning. Roots of 2 inch or larger diameter are considered major or significant roots. After grading or trenching to the required depth, any roots exposed should be cut with a saw and sealed with a recommended tree seal compound. Pruning roots in this manner will avoid any root damage by heavy equipment. Following removal of the soil in cut area, exposed roots should be inspected for stability, smoothness of pruning cut and sealing. Any additional damage should be repaired in the same manner, or in the manner specified by the Airport representative.

Whenever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out. After these steps are taken, top pruning is essential. Compute approximate percent of size of roots, then green foliage should be pruned in an equal amount to the area cut in roots.

Never sever more than one third of the large supporting roots during any root pruning operation. Make smooth clean cuts on large roots and apply recommended dressings to prevent decay of remaining portion of root. Prune equal foliage from the tree to compensate for root loss. If further root pruning is necessary, allow the tree one year to develop new fibrous roots and then proceed with the second root pruning and thinning operation. Timely pruning, during the growth season, will develop healthy fibrous roots and full compacted foliage. Torn or bruised roots should be cut back to sound undamaged wood and a recommended wound dressing applied. Trimming roots back to lateral root junction will promote new growth of lateral roots resulting in a dense root system. Cuts would be made flush with the junction or smaller lateral roots so that stubs or snags are not left to decay.

**7-1.03 - Public Convenience** - The Contractor's attention is called to the rules and guidelines listed under this section of the Standard Specifications.

It is important to keep good public relations with the general public and commercial businesses. The Contractor shall conduct his operations to provide the least possible obstruction and inconvenience to the public and shall conduct no greater length or amount of work that can be prosecuted properly with due regard to the rights of the public.

The construction work shall be planned and performed in a manner to minimize inconvenience to commercial businesses and the general public. Street closures shall be kept to a minimum, and must have prior approval of the District.

Convenient access to the driveways, parking lots, and commercial buildings shall be maintained. No driveway or other access, particularly to the Air Traffic Control Tower, shall remain impassable for undue periods.



The Contractor shall provide the District Project Manager with advance notice of the planned construction scheduling with sufficient time for public notification. The Project Manager will assist the Contractor in providing notices to the local newspaper, and obtaining cooperation of the police and public works department. The Contractor shall provide individual notices to commercial businesses at least 10 days prior to construction including and posting of notices along streets at least 3 days prior to construction for "no parking".

The Contractor shall submit a construction schedule and a traffic control plan for approval prior to beginning construction.

The Contractor shall provide all signs, lights, barricades, flag personnel, etc., required to adequately warn, guide and protect the traveling public for both vehicular and pedestrian traffic. All signing shall meet the requirements of the California State "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways."

**7-1.04 - Public Safety** - The Contractor is fully responsible to provide for public safety, and shall comply to the provisions set forth under this section of the Standard Specifications.

**7-1.05 - Indemnification** - The Contractor's requirements regarding indemnification of the Monterey Peninsula Airport District shall conform to the provisions in Sections 7-1.05, "Indemnification", set forth in the Standard Specifications.

**7-1.06 - Insurance** - The Contractor's requirements regarding insurance shall conform to the provisions of Section 7-1.06, "Insurance" as set forth in the Standard Specifications.

**7-1.06C - Workers' Compensation and Employer's Liability Insurance** - The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California, for all labor employed by the Contractor or by any subcontractor under them, who may come within the protection of such workers' compensation laws for the State of California, and shall provide, where practicable, employees general liability insurance for the benefit of their employees and the employee of any subcontractor under them, not protected by such compensation laws, and proof of such insurance, satisfactory to the District shall be given by filing certificates of such insurance with the District, in form satisfactory to said District. If such insurance is underwritten by any agency other than the State Compensation Insurance Fund, such agency shall be a company authorized to do business in the State of California.

## **SECTION 8. - PROSECUTION AND PROGRESS**

The provisions of Section 8, Prosecution and Progress, of the Standard Specifications shall apply to the work to be done.

**8-1.02C(5) - Baseline Schedule** - The Contractor shall submit to the District Project Manager a construction schedule prior to start of work. The construction schedule shall be approved by the Airport.

Normal working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday. Work outside these working hours, or on weekends shall require prior approval of the Airport.

**8-1.05 - Time** - Time is of the essence. The award of contract is anticipated to be made at the May 17, 2023 Airport District Board meeting. Construction shall be scheduled to commence immediately after District award in June. The contract must be executed prior to the end of this fiscal year. Contract time starts on the date specified in the Notice to Proceed. The project time of completion is sixty (60) calendar days; however, the project shall be substantially completed within thirty (30) calendar days.

**8-1.10 - Liquidated Damages** - The Contractor shall pay to the Monterey Peninsula Airport District the sum of one thousand dollars (\$1,000) for each and every calendar day's delay in finishing the work, or portion of work by the specified completion dates, in excess of the number of calendar days prescribed, the sum of liquidated damages to be deducted from the amount due to the Contractor for work completed.

**8-1.11 - Utility and Non-Highway Facilities** - Existing utilities, utility services and structures expected to be adjacent to or encountered in the work are not shown on the plans. The Contractor shall be responsible to determine the exact location of all existing utilities before commencing work. The Contractor shall be required to notify the Underground Utility Location Service (800-227-2600) at least one week prior to start of construction. The Contractor is fully responsible for any and all damages, which might be occasioned by his failure to exactly locate and preserve any and all underground utilities and services.

Any delays to the Contractor's operations as a direct result of underground mains or facilities which were not indicated on the plans, or were located in a position substantially different from that indicated on the plans will not be considered as a right of way delay, and the Contractor shall not be entitled to any compensation for any such delay.

The Contractor will be granted an extension of time equal to the number of working days lost as a result of any conflicts with underground utilities that were not shown on plans or were in a position substantially different from that indicated on the plans.

## **SECTION 9. - PAYMENT**

**9-1.02A - Measurement** - All work to be paid for will be field measured in accordance with units specified in the Bidding Schedule. In event of conflicting measurements, the Engineer shall measure and determine the actual quantities of work completed for final payment. The Engineer's measurements shall be final.

**9-1.03 - Payment Scope** - The Contractor shall accept the compensation provided in the contract unit prices as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.



**MONTEREY REGIONAL AIRPORT**  
Monterey, California

**SKY PARK DRIVE AND  
2801 MONTEREY-SALINAS HIGHWAY  
IMPROVEMENTS**

**TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

### **MONTEREY REGIONAL AIRPORT**

Monterey, California

### **SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS**

#### **SECTION 12. - TEMPORARY TRAFFIC CONTROL**

**12-1.01 - General** - As set forth in Section 7-1.03, Public Convenience, and 7-1.04, Public Safety, the Contractor is responsible for public convenience and safety. The Contractor is required to conform to the provisions of Section 12, Temporary Traffic Control.

No separate payment shall be made for providing and implementing all traffic control, traffic control devices, flag personnel, including preparation of an approved traffic control plan. Full compensation for traffic control shall be considered as included in the bid items.

#### **SECTION 15. - EXISTING FACILITIES**

**15-1.01 - General** - This work shall consist of removing, adjusting, relocating, reconstructing, or restoring existing facilities, located within the roadways and parking lots which interferes with the project construction activities.

This work shall include raising and/or adjusting existing manholes, cleanouts, valve boxes, utility boxes, meter boxes, etc., to new finished grade. Adjustment of manholes, cleanouts, valve boxes and utility boxes located within the roadway pavement section shall be made after completion of paving with 8" thick minimum Class A (6 - sack cement/cubic yd.) PCC collar capped with equivalent thickness of asphalt concrete to match adjoining asphalt concrete surface.

Existing catch basins to be lowered shall be performed by breaking out the top of the structure, salvaging and re-using the existing frame and grate, vertically dowelling into the structure walls with No. 4 rebar, and re-pouring the new top to new finished grade.

Existing utilities, public and private facilities, including curb, gutter, sidewalk, AC dikes, AC drainage ditches, fences, walls, trees, and landscaping which are to remain in place shall be protected from damage. The Contractor shall be responsible for the cost of replacing or repairing any damaged utility, facility, fences, walls, trees and landscaping, caused by the construction. All existing facilities damaged by construction activities shall be reconstructed, repaired and restored to be in kind and equal to or better than the original.

**15-1.04 - Payment** - Payment for raising/adjusting manholes, catch basins and water valve boxes located within the roadway section to new finished grade shall be made at the contract unit price under:

Item: Raise Manhole .....	Per Each
Item: Adjust Water Valve Box.....	Per Each
Item: Lower Catch Basin .....	Per Each

Contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to complete the work, as specified on the plans and these Technical Specifications.

## **SECTION 17. - EARTHWORK AND LANDSCAPE - GENERAL**

**17-1.01 General** - The Contractor is responsible for furnishing and applying water needed for construction. The Contractor shall make his own arrangement with the Airport or California American Water Company to draw water from fire hydrants.

For water obtained from Airport fire hydrants, the water usage shall be metered and the Contractor shall be required to pay separately for water usage.

**17-1.04 - Payment** - No separate payment shall be made for watering. Full compensation shall be considered as included in the pertinent bid items.

## **SECTION 18. - DUST PALLIATIVE**

**18-1.01 - General** - This work shall consist of the application of adequate water for the prevention of dust nuisance. The close proximity of commercial businesses, the Air Traffic Control Tower, along with pedestrian and public vehicular traffic require that the Contractor keep dust to an absolute minimum.

**18-1.04 - Payment** - No separate payment shall be made for dust palliative. Full compensation shall be considered as included in the pertinent bid items.

## **SECTION 19. - EARTHWORK**

**19-1.01 - General** - This work shall consist of roadway excavation for the roadway pavement reconstruction areas, widening strip, pavement patches, including subgrade preparation, compaction and off-site disposal of removed and excess material.

Subgrade preparation for roadway pavement reconstruction areas and widening strip shall consist of grading and compacting the finished subgrade to the cross-sections shown on the plans. Prepared subgrade under roadway shall be compacted to a minimum of 95% R.C. for a 6" depth.



Roadway excavation for roadway pavement removal may be performed by utilizing a grinding machine. All pavement conforms shall be made to a neat clean edge, and may be required to be sawcut prior to paving if deemed necessary by the Engineer.

Vertical edges shall be temporarily backed and ramped with baserock or cold mix.

Any damage to existing facilities that are to remain in place shall be repaired by the Contractor at his own expense.

## **19-2 - ROADWAY EXCAVATION**

**19-2.03B - Surplus Material** - All excavated material shall be properly disposed of off-site, not on Airport property. Disposal is the responsibility of the Contractor and shall be in accordance with all applicable laws, statutes, and regulations.

**19-2.04 - Payment** - No separate payment shall be made for roadway excavation, off-site disposal of excess material, and subgrade preparation and compaction. Full compensation shall be considered as included in the pertinent bid items requiring roadway excavation.

Payment for conform grinding shall be made at the contract unit price under:

Item: Conform Grinding ..... Per Lump Sum

## **SECTION 22. - FINISHING ROADWAY**

**22-1.01 - General** - The Contractor, upon completion of all construction operations shall be required to finish all roadway areas as specified in this section of the Standard Specifications.

**22-1.04 - Payment** - No separate payment shall be made for finishing the roadway areas. Full compensation shall be considered as included in the listed bid items.

## **SECTION 26. - AGGREGATE BASE**

**26-1.01 - General** - This work shall consist of furnishing, spreading, and compacting aggregate base in all areas requiring aggregate base, in accordance with the Standard Specifications and these Technical Specifications.

Class 2 aggregate base shall be furnished, placed, and compacted to the thicknesses specified for roadway pavement reconstruction and widening.

**26-1.02B - Class 2 Aggregate Base** - Aggregate for Class 2 aggregate base shall conform to the grading requirements for  $\frac{3}{4}$ " maximum grading, and shall conform to the quality requirements of the Standard Specifications.

**26-1.03D - Spreading** - Thickness of aggregate base used for roadway pavement reconstruction and widening shall be as shown on the plans or specified in these Technical Specifications.

**26-1.03E - Compacting** - Aggregate base shall be compacted to 95% minimum compaction.

**26-1.04 - Payment** - No separate payment shall be made for furnishing and placing Class 2 aggregate base used for constructing the pavement widening strip and pavement patch areas. Full compensation for Class 2 aggregate base, including grading and compaction shall be considered as included in the pertinent bid items.

## **SECTION 37. - BITUMINOUS SEALS**

### **37-3 - Slurry Seal and Micro-Surfacing**

**37-3.01 - General** - This work shall consist of mixing asphaltic emulsion, or polymer modified asphaltic emulsion, aggregate, set-control additives, and water and spreading the mixture on an existing pavement surface where shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Engineer.

**37-3.02A - Materials: General** - The percentage composition by weight of the aggregate shall conform to the gradation requirements for Type II grading.

**37-3.02B - Slurry Seal** - The Contractor shall submit a mix design which includes use of a minimum of 2½% latex additive and/or asphalt modifier to ensure that the applied slurry can support vehicular traffic within 60 minutes after the last application.

The slurry seal mix design must comply with the requirements shown in the tables under this section of the Standard Specifications.

**37-3.02B(2) - Aggregate** - The aggregate for slurry seal must conform to the quality requirements listed under this section of the Standard Specifications.

**37-3.02B(3) - Polymer Modified Asphaltic Emulsion** - Asphaltic emulsion shall be quick-set latex modified LMCQS-1h conforming to the requirements in Section 94, "Asphaltic Emulsions", of the Standard Specifications. Latex shall be "co-milled" into the emulsion during manufacturing at the plant. The addition of latex after emulsion manufacturing is prohibited.

The percentage of asphaltic emulsion shall be within the percentage range specified in the Standard Specifications for Type II aggregate.

**37-3.03D(2) - Surface Preparation** - Before placing the slurry seal, the pavement surface shall be swept and cleaned to remove all loose particles of paving, all dirt and all other extraneous material. Sweepers shall be vacuum type for dust control.

Cracks wider than ¼" shall be cleaned by air blasting and sealed with a hot-applied crack sealer prior to applying the slurry seal. Crack seal material shall be "CalSeal", "Deery" or equivalent and conform to the crack sealant specifications requirements for CalTrans Type 3 under Section 37-5.02 of the Standard Specifications. The crack sealant shall be hot-applied and spread with a nozzle device in accordance with the manufacturer's recommendations. Cracks shall be squeegeed flush with the pavement after application of the crack seal material.



Removal of all existing traffic dots or markers shall be performed by the Contractor.

Care shall be taken to avoid tracking slurry seal onto pavement surfaces beyond the limits of construction, or spreading it onto existing curb and gutter, and cross-gutters. Excess slurry seal spread onto these areas shall be cleaned and removed by the Contractor.

Existing manholes, utility boxes, valve boxes, monument boxes, etc. shall be protected from being covered over by the slurry seal.

Protect the slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

The slurry seal surface in the parking lot areas shall be rolled with a pneumatic-tire roller.

A portion of the slurry area may require sanding to allow access to the Air Traffic Control Tower gate.

After the slurry seal has set, temporary traffic markers (reflective tabs) shall be placed to delineate street centerline and traffic lanes, to match existing layout unless otherwise directed by the Engineer.

**37-3.04 - Payment** - Slurry seal shall be measured by the square foot. Payment for slurry seal shall be made at the contract unit price under:

Item: Apply Crack Seal for area designated	
for slurry seal.....	Per Lump Sum
Item: Apply Type II Slurry Seal .....	Per Square Foot

Payment quantity shall be based on the actual area of work completed, as determined by field measurement.

The contract unit price for slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying the slurry seal, complete in place, including all surface preparation, sweeping and cleaning the existing surface and cracks, removing traffic box dots, protecting the manholes, valve boxes, utility boxes, and monument covers from being covered over, protecting the slurry seal surface until it has set, rolling the slurry seal placed in the parking lot areas with a pneumatic-tire roller and placing temporary traffic markers.

## **SECTION 39. - ASPHALT CONCRETE**

### **39-2 - HOT MIX ASPHALT**

**39-2.01 - General** - This work shall consist of furnishing, spreading, and compacting Type A asphalt concrete in all designated areas to the lines and grades as shown on the plans, in accordance with the Standard Specifications and these Technical Specifications.

A vacuum sweeper shall be present during the entire paving operations to keep the worksite and adjacent streets clean.

This work shall also include installing temporary traffic markings with reflective tabs (floppies) and reflective tape immediately after completion of the asphalt concrete paving.

**39-2.01A(4) (i) (ii) - In-Place Density** - The Contractor shall be responsible for acceptance testing, and shall provide the Airport with laboratory and field test reports for acceptance. Asphalt concrete shall be compacted to a range of 91%-97% of maximum theoretical density based on nuclear gage testing. A minimum of 3 nuclear gage density tests shall be taken for the finished layer for each block of each roadway segment.

Asphalt concrete compaction testing for the parking lot areas are not required.

For each test result outside the density specifications limits, payment will be made on the reduced payment factors shown on the Reduced Payment Factors for Percent of Maximum Theoretical Density Table under this section of the Standard Specifications.

The Contractor shall determine the number and type of rollers needed to obtain the required pavement density and surface finish. As a minimum, the Contractor will be required to furnish one steel-tired roller weighing not less than 7.5 tons, and either a steel-tired vibratory roller weighing not less than 7.5 tons, or one pneumatic-tired roller per paving machine.

**39-2.01B(3)- Asphalt Binder** - Paving asphalt shall have a viscosity grade of PG 64-10 and shall conform to the provisions of Section 92, Asphalt Binders, of the Standard Specifications.

**39-2.01B(4) - Aggregate** - Coarse and fine aggregate for Type A asphalt concrete shall conform to the grading requirements specified in Section 39-2.02 for 1/2" maximum, grading for the roadway and parking lot pavement surface.

Aggregate quality shall meet or exceed the quality characteristic requirements for Type A HMA (Hot Mix Asphalt).

**39-2.01C(3)(f) - Tack Coat** - Tack coat shall conform to the provisions of Section 94, Asphaltic Emulsion, of the Standard Specifications. A tack coat of SS-1 shall be applied at all vertical edges, at cold joints, on underlying pavement surfaces, between lifts of paving, and for AC dikes.

Tack coat shall be applied to the underlying pavement at a rate of 0.10 gal./sq. yd. Tack coat applied between lifts of new paving shall be at a rate of 0.05 gal./sq. yd. Care shall be taken to prevent over-spraying of oil onto existing driveways.

Prime coat is not required.

**39-2.01C(9) - Miscellaneous Areas and Dikes** - Asphalt concrete dike shall be Type "E" as detailed on the plans and installed with a dike extruding machine. AC dike replacement shall consist of removal of existing AC dike including any restoration work as needed to provide a pavement base surface for installation of the new dike.



Asphalt concrete speed bumps shall be constructed as detailed on the plans and painted yellow (2 coats of paint).

### **39-2.01D - PAYMENT**

Payment for furnishing and placing asphalt concrete shall be included in the contract prices under:

Item: Place 2" thick Asphalt Concrete Overlay.....	Per Square Foot
Item: Reconstruct Pavement with 3" thick Asphalt Concrete.....	Per Square Foot
Item: Construct Pavement Widening Strip .....	Per Square Foot
Item: Patch Pavement for tree roots damage .....	Per Square Foot
Item: Patch Pavement for failed areas.....	Per Square Foot
Item: Remove and Replace AC Dike .....	Per Linear Foot
Item: Remove and Replace AC Speed Bump.....	Per Each
Item: Install new AC Speed Bump .....	Per Each

The contract unit prices shall include all associated removal work, surface preparation, sweeping, tack coat, compaction testing for acceptance and placing temporary traffic markings immediately after completion of paving.

The quantity of asphalt concrete used for AC dikes and AC speed bumps shall be considered as included in the measurement per linear foot. The contract unit price for AC speed bumps shall include 2 coats of yellow paint.

## **SECTION 84. - MARKINGS**

**84-1.01 - General** - This work shall consist of applying traffic stripes (traffic lines) and pavement markings at the locations and in conformance with the details shown on the plans or designated by the Engineer, and as specified in these Technical Specifications.

Pavement traffic stripes, markings, and markers shall be installed in accordance with the details shown referenced in the plans per CalTrans Standard Plans 2018.

**84-1.03 - Construction** - All work necessary to establish satisfactory alignment for the traffic stripes and pavement markings shall be performed by the Contractor. Layout of all traffic stripes and pavement markings shall be approved by the Airport prior to painting.

**84-1.05 - Protection From Damage** - Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

**84-1.06 - Tolerance and Appearance** - Traffic stripes and pavement markings shall conform to the dimensions and details shown on the plans and shall have clean and well-defined edges without running or deformation.

Drips, over-spray, improper markings, and material tracked by traffic shall be immediately removed from the pavement surface at the Contractor's expense.

**84-2.02C - Paint** - Paint for traffic stripes and pavement markings shall be waterborne paint. Glass beads to be applied to the painted surface shall conform to the State Specification No. 8010-004 (Type II), at a rate of 5 pounds of glass spheres per gallon of paint.



The Contractor shall provide a Certificate of Compliance from the paint manufacturer to verify that the paint complies with the specifications.

**84-2.03C(3)(a) - Painted Traffic Stripes and Pavement Markings - General** - This work shall consist of painting traffic stripes and pavement markings, including applying glass beads.

Mechanical mixers shall be used to mix paint until it is homogenous.

Existing surfacing which is to receive paint shall be mechanically wire-brushed to remove all dirt and contaminants. Paint shall be applied only to clean and dry pavement surfaces during period of favorable weather and only when the pavement is above 50°F.

Mechanical means shall be used to paint traffic stripes and pavement markings and to apply the glass beads.

For new surfaces, apply traffic stripes and pavement markings in 2 coats.

The first application of permanent paint striping and pavement markings shall be placed 5 to 7 days after surfacing. The final paint application shall be applied after a 30-days minimum period curing time.

Paint shall be applied in two coats at the following rates per coat:

First Coat (waterborne paint) .....	215 Square Feet/Gallon
Final Coat (waterborne paint) .....	215 Square Feet/Gallon

Apply glass beads at an approximate rate of 5 lb/gal of paint.

Painted traffic stripes and pavement markings shall be painted as they presently exist and or as detailed herein, unless otherwise indicated on the plans or directed by the Engineer.

**84-2.04 - Measurement and Payment** - Layout and painting of traffic stripes will be measured by the linear foot and paid for based on the actual quantity of traffic striping applied. Layout and painting of pavement markings will be measured per each and paid for based on the actual quantity of each item painted.

Payment for layout and applying painted traffic stripes and markings in two applications, including glass beads shall be made at the contract unit price under:

Item: Install yellow centerline Detail 1 (2 applications) .....	Per Linear Foot
Item: Install white edge line Detail 27B (2 applications) .....	Per Linear Foot
Item: Install Stop Bar (2 applications) .....	Per Each
Item: Install Stop Legend (2 applications) .....	Per Each
Item: Install Type I Arrow (2 applications) .....	Per Each
Item: Install Parking Stall Lines (2 applications) .....	Per Each
Item: Install ADA Parking Stall Markings Symbols (2 applications) .....	Per Each
Item: Install ADA Parking Stall Hatch Lines (2 applications) .....	Per Each

**SECTION 85. - PAVEMENT MARKERS**

**85-1.01 - General** - This work shall consist of furnishing and placing pavement markers at the locations identified on the plans or where directed by the Engineer.

Pavement markers shall be of the type and color shown on the plans or specified in these Technical Specifications and the Special Provisions. The markers shall conform to the shape, dimensions and tolerances shown on the plans, and in accordance with the applicable plan numbers of the latest CalTrans Standard Plans.

**85-1.03A - Construction: General** - All work necessary to establish satisfactory alignment for placing pavement markers shall be performed by the Contractor.

Blue markers shall be placed opposite existing fire hydrants.

Pavement markers shall not be placed on new asphalt concrete surfacing or seal coat until the surfacing or seal coat has been opened for public traffic for a period of not less than 7 days when hot melt bituminous adhesive is hard, and not less than 14 days when epoxy adhesive is used.

**85-1.04 - Payment** - Payment for pavement markers shall be made at the contract prices under:

Item: Install Edge Line reflectorized Pavement  
Markers at 10' apart ..... Per Linear Foot

## **ADDENDUM NO. 2**

**MONTEREY REGIONAL AIRPORT**  
Monterey, California

**SKY PARK DRIVE AND  
2801 MONTEREY-SALINAS HIGHWAY  
IMPROVEMENTS**

### **PROPOSAL FORMS**

## **ADDENDUM NO. 2**

### **PROPOSAL TO THE MONTEREY REGIONAL AIRPORT MONTEREY, CALIFORNIA**

#### **SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**PLACE OF RESIDENCE** \_\_\_\_\_

#### **GENERAL DESCRIPTION**

The work referred to herein consists of pavement patching, placing asphalt concrete overlay, pavement reconstruction and widening, installing AC speed bumps, replacing AC dike, lowering existing catch basins, raising/adjusting manhole and water valve box to new finished grade, applying traffic striping and markings, and all other work shown on the plans, all in accordance with the Notice to Contractors, Special Provisions, Technical Specifications, Proposal, Contract, and bonds annexed hereto.

Said work to be done is shown in part on a set of plans of the Monterey Peninsula Airport District dated revised June 8, 2023 entitled: "**ADDENDUM No. 2 - MONTEREY REGIONAL AIRPORT - SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS**", prepared by Neill Engineers Corp.

#### **TO THE MONTEREY PENINSULA AIRPORT DISTRICT:**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans herein referred to, the specifications and the special provisions; and he proposes and agrees, if this proposal is accepted, that he will contract with the Monterey Peninsula Airport District in the form of the copy of the contract annexed hereto, that he will furnish the necessary bonds, that he will provide all necessary machinery, tools, apparatus and other means of construction, that he will do all the work and furnish all materials specified in the contract, in the manner therein prescribed, and according to the requirements of the Engineer as therein prescribed and set forth, and that he will substantially complete the work in a satisfactory and acceptable manner within thirty (30) calendar days and fully complete the work within sixty (60) calendar days, after the date set in the written Notice to Proceed after the execution of the contract, and that he will take in full payment therefore the following price to wit:

## ADDENDUM NO. 2

### MONTEREY PENINSULA AIRPORT DISTRICT BIDDING SCHEDULE

#### SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS

##### SCHEDULE A: TERMINAL ROADS IMPROVEMENTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Patch Pavement w/6" deep lift AC	500 S.F.	\$ _____	\$ _____
2.	Remove & Replace AC Dike	490 L.F.	\$ _____	\$ _____
3.	Remove & Replace AC Speed Bump	2 EA	\$ _____	\$ _____
4.	Install new AC Speed Bump	1 EA	\$ _____	\$ _____
5.	Conform Grind	Lump Sum	\$ _____	\$ _____
6.	Place 2" thick Asphalt Concrete Overlay, including tack coat	39,500 S.F.	\$ _____	\$ _____
7.	Lower existing Catch Basins	2 EA	\$ _____	\$ _____
8.	Widen Pavement Strip with 3" AC, 6" CI. 2 AB	1,000 S.F.	\$ _____	\$ _____
9.	Reconstruct Pavement with 3" AC, including removal of existing AC, preparation of existing base and re- grading for drainage swale	7,700 S.F.	\$ _____	\$ _____
10.	Raise Water Valve Box to new finished grade	3 EA	\$ _____	\$ _____
11.	Raise Utility Box to new finished grade	1 EA	\$ _____	\$ _____
12.	Install yellow centerline Detail 1 (2 applications)	1,030 L.F.	\$ _____	\$ _____

## ADDENDUM NO. 2

### MONTEREY PENINSULA AIRPORT DISTRICT BIDDING SCHEDULE

#### SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS

##### **SCHEDULE A:** TERMINAL ROADS IMPROVEMENTS (continued)

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
13.	Install white edge line Detail 27B (2 applications)	2,100 L.F.	\$ _____	\$ _____
14.	Install Stop Bar (2 applications)	2 EA	\$ _____	\$ _____
15.	Install Stop Legend (2 applications)	2 EA	\$ _____	\$ _____
16.	Install Type I Arrow (2 applications)	4 EA	\$ _____	\$ _____
17.	Install Parking Stall Lines (2 applications)	16 EA	\$ _____	\$ _____
18.	Install Edge Line Reflectorized Pavement Markers at 10' apart	390 L.F.	\$ _____	\$ _____
19.	Remove, salvage and re-install concrete parking wheel stops	3 EA	\$ _____	\$ _____

**Sub-Total SCHEDULE A \$ \_\_\_\_\_**

##### **Bid Additive:**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1.	Remove & Replace AC Dike	240 L.F.	\$ _____	\$ _____

## ADDENDUM NO. 2

### MONTEREY PENINSULA AIRPORT DISTRICT BIDDING SCHEDULE

#### SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS

##### **SCHEDULE B:** FENTON KELLER PARKING LOT IMPROVEMENTS

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1.	Patch Pavement for tree roots damage areas with 3" thick AC	470 S.F.	\$ _____	\$ _____
2.	Patch Pavement for failed areas with 3" AC, 6" Cl. 2 AB or 6" thick deep-lift AC	1,000 S.F.	\$ _____	\$ _____
3.	Conform grind	Lump Sum	\$ _____	\$ _____
4.	Place 2" thick Asphalt Concrete Overlay w/leveling course as required	52,000 S.F.	\$ _____	\$ _____
5.	Reconstruct Pavement with 3" AC, including removal of existing AC, preparation of existing base	5,300 S.F.	\$ _____	\$ _____
6.	Raise Manhole to new finished grade	2 EA	\$ _____	\$ _____
7.	Raise Water Valve Box to new finished grade	1 EA	\$ _____	\$ _____
8.	Install Stop Bar (2 applications)	2 EA	\$ _____	\$ _____
9.	Install Stop Legend (2 applications)	2 EA	\$ _____	\$ _____
10.	Install Parking Stall Lines (2 applications)	75 EA	\$ _____	\$ _____

## ADDENDUM NO. 2

### MONTEREY PENINSULA AIRPORT DISTRICT BIDDING SCHEDULE

#### SKY PARK DRIVE AND 2801 MONTEREY-SALINAS HIGHWAY IMPROVEMENTS

##### **SCHEDULE B:** FENTON KELLER PARKING LOT IMPROVEMENTS (continued)

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
11.	Install ADA Parking Stall Markings Symbols (2 applications)	4 EA	\$ _____	\$ _____
12.	Install ADA Parking Stall Hatch Lines (2 applications)	2 EA	\$ _____	\$ _____
13.	Remove, salvage and re-install concrete parking wheel stops	55 EA	\$ _____	\$ _____

**Sub-Total SCHEDULE B \$ \_\_\_\_\_**

**SCHEDULE A & SCHEDULE B      TOTAL    \$ \_\_\_\_\_**

Note: Low bid shall be based on the Total of Schedule A & Schedule



In case of discrepancy between the unit price and extended amount, the unit price shall prevail.

Quantities as set forth in the foregoing items are approximate only, being given as a basis for the comparison of bids; and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The District reserves the right to increase or decrease the amount of work without adjustment in the unit price, or to omit portion(s) of the work as may be deemed necessary.

The undersigned has examined the location of the proposed work and is familiar with the plans and specifications and the local conditions at the place where the work is to be done. The undersigned has checked all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned understands that the District reserves the right to reject any and all bids and to waive any informalities in bids received and may at its option make the award that in the judgment of the District is to the best interest of the District. Award of contract will be to the lowest responsible bidder.

It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

Enclosed herein is a (bidder's bond, certified check, cashier's check) for the sum of

\_\_\_\_\_ dollars being not less than ten (10) percent of the total amount of this proposal and the undersigned agrees that, in case of his default in executing the contract and the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the District as liquidated damages without proof of actual loss.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Monterey Peninsula Airport District, within ten (10) days after notice has been mailed from the Secretary of the Monterey Peninsula Airport District, that the contract is ready for signature, the Monterey Peninsula Airport District may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Monterey Peninsula Airport District.

Attached hereto is a true and correct statement of Contractor's Subcontractors proposed to be used on the proposed public work.

Licensed in accordance with an act providing for the registration of Contractor,  
License No.: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Full Legal Name of Licensee: \_\_\_\_\_

Organized as (check one) ☐ Individual  
☐ Partnership  
☐ Corporation  
☐ Other: Describe \_\_\_\_\_

SIGN HERE By \_\_\_\_\_  
Name and Title

### **BIDDER'S STATEMENT OF SUBCONTRACTORS**

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each.

---

Firm Name

---

Principal Name

---

Address

---

Portion of Work

---

---

Firm Name

---

Principal Name

---

Address

---

Portion of Work

---

---

Firm Name

---

Principal Name

---

Address

---

Portion of Work

---

Signed \_\_\_\_\_

**BIDDER'S BOND**

MONTEREY PENINSULA AIRPORT DISTRICT  
MONTEREY COUNTY, CALIFORNIA

KNOW ALL MEN BY THESE PRESENT,

That we \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_  
\_\_\_\_\_ as SURETY,

are held and firmly bound unto the Monterey Peninsula Airport District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) of the TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said principal to the Monterey Peninsula Airport District, Monterey County, California, for the work described below, for the payment of which sum in lawful money of the United States, as well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that whereas the Principal has submitted the above mentioned bid to the Monterey Peninsula Airport District for certain construction specifically described as follows, for which the bids are to be opened at Monterey Peninsula Airport District Office, Monterey, California, on  
\_\_\_\_\_ (Insert date of bidding)

for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Copy here the exact description of work, including location, as it appears on the proposal).

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files, the two bonds with the Monterey Peninsula Airport District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Principal  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Surety  
(SEAL)

Note: Signatures of those executing for the surety must be properly acknowledged.

**MONTEREY REGIONAL AIRPORT**  
Monterey, California

**SKY PARK DRIVE AND  
2801 MONTEREY-SALINAS HIGHWAY  
IMPROVEMENTS**

**SAMPLE CONTRACT FORM**

(Contract for project will be in substantially this form)

MONTEREY REGIONAL AIRPORT  
Sky Park Drive and 2801 Monterey Salinas Highway Improvements

AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN  
MONTEREY PENINSULA AIRPORT DISTRICT AND  
COMPANY

This Agreement for Construction Services ("Agreement") is made and entered into effective this xx<sup>th</sup> day of xx 2023, by and between the Monterey Peninsula Airport District, a California special district ("District"), and Company, Incorporated, a California corporation ("").

WHEREAS, Company represents that Company is specially trained, experienced, and competent to perform the services required by this Agreement; and

WHEREAS, Company is willing to render such services, as are hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Company and District agree as follows:

1. Scope of Service.

The project contemplated, and the Company's services are described with detailed fee breakdown in Schedule "A," attached hereto and incorporated herein by reference.

2. Completion Schedule.

Company shall provide the construction services described in Schedule "A," for the overlay and improvements to Fred Kane Drive.

3. Compensation.

District hereby agrees to pay Company for services rendered to District pursuant to this Agreement in an amount not to exceed the amount \$XXX, and in the manner indicated and in accordance with, Schedule "A."

4. Billing.

Company shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing Company's services and fees for the period covered by the invoice. Except as specifically authorized by District, Company shall not bill District for duplicate services performed by more than one person. Company's bills shall include the following information to which such services or costs pertain:

- (a) a brief description of services performed;



- (b) the date the services were performed;
- (c) the percentage of work completed in each category of work;
- (d) total invoice costs;
- (e) remaining budget balance; and
- (f) **Company**'s signature.

In no event shall **Company** submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 hereof.

All such invoices shall be in full accord with any and all applicable provisions of this Agreement.

District shall make payment on each such invoice within forty-five (45) days of receipt; provided, however, that if **Company** submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, District shall not be obligated to process any payment to **Company** until forty-five (45) days after a correct and complying invoice has been submitted by **Company**.

5. Additional Services.

If additional services are requested by District, **Company** shall advise District in writing of the cost of and estimated time to perform the services. **Company** shall not proceed to perform any such additional service until District has determined that such service is beyond the scope of the basic services to be provided by **Company**, is required, and has given District's written authorization to perform. Written approval for performance and compensation may be granted by the Planning & Development Department.

6. Responsibility of Company.

(a) By executing this Agreement, **Company** agrees that **Company** is apprised of the scope of work to be performed under this Agreement and **Company** agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, **Company** further agrees and warrants to District that **Company** possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide District the services contemplated under this Agreement and that District relies upon the professional skills of **Company** to do and perform **Company**'s work. **Company** further agrees and warrants that **Company** shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations and provide professional advice and recommendations regarding the project for which the services are rendered under this Agreement.

(b) **Company** shall assign a single project director to have overall responsibility for the execution of this Agreement for **Company**. **XX** is hereby designated as the Principal-In-

Charge for **Company**. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of the Planning & Development Department.

7. Responsibility of District.

To the extent appropriate to the project contemplated by this Agreement, District shall:

(a) Assist **Company** by placing at **Company**'s disposal all available information pertinent to the project, including but not limited to, previous reports and any other data relative to the project. Nothing contained herein shall obligate District to incur any expense in connection with field labor, tasks, materials, signage, and equipment, and completion of studies or acquisition of information not otherwise in the possession of District.

(b) Make provision for **Company** to enter upon public and private property as required by **Company** to perform **Company**'s services.

(c) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Company, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of **Company**.

(d) Chris Morello, Deputy Executive Director, shall act as District's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define District's policies and decisions with respect to the materials, equipment, elements and systems pertinent to Company's services. District may unilaterally change its representative upon notice to Company.

(e) Give prompt written notice to **Company** whenever District observes or otherwise becomes aware of any defect in the project.

(f) Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

8. Acceptance of Work Not a Release.

Acceptance by District of the work performed under this Agreement does not operate as a release of **Company** from professional responsibility for the work performed.

9. Indemnification and Hold Harmless.

**Company** shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of **Company**, **Company**'s



employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve **Company** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. **Company** shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

10. Insurance.

(a) **Company**, and any subcontractors, shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of **Company**, **Company**'s agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(b) **Company** shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million

General Aggregate..... \$1.5 million

**(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)**

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million

**(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)**

Workers Compensation..... Full Liability Coverage

Professional Errors and Omissions..... \$1 million (no more

**Company shall not disclaim responsibility or avoid liability for the acts or omissions of Company's subcontractors or other professional Companies. The** than \$25,000 deductible)

**retroactive date of the policy must be shown and must be before the date of the Agreement.)**

(c) With the exception of workers compensation and professional errors and omissions insurance, each insurance policy affording coverage to **Company** shall name District, its officers, employees, agents, and representatives as additional insureds and shall stipulate that the policy will operate as primary insurance for the work performed and that no other insurance maintained by District, its officers, employees, agents, or representatives will be called upon to

contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to District, its officers, employees, agents, or representatives.

(d) All insurance companies affording coverage to **Company** shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

(e) All insurance companies affording coverage shall provide not less than thirty days written notice by certified or registered mail to District should any policy be cancelled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation. A statement on the insurance certificate to the effect that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of this subsection. **Company** shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

(f) **Company**, and any subcontractors, shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to the District, concurrently with the submittal of this Agreement. Each insurance certificate shall also state the unpaid limits of the policy.

(g) **Company**, and any subcontractors, shall provide a substitute certificate of insurance no later than thirty days prior to the expiration date of any required policy. Failure by **Company** and/or subcontractors to provide such a substitution and extend the policy expiration date shall be considered a default by **Company**.

(h) Maintenance of insurance by **Company** as specified in this Agreement shall in no way be interpreted as relieving **Company** of any responsibility whatsoever and **Company** may carry, at **Company**'s own expense, such additional insurance as **Company** may deem necessary or desirable.

#### 11. Access to Records.

**Company** shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to the work performed for District under this Agreement on file for at least three years following the date of final payment to **Company** by District. Any representative of District shall be provided with access to such records for the purpose of inspection, audit, and copying at all reasonable times during **Company**'s usual and customary business hours. **Company** shall provide proper facilities for such access and inspection.

#### 12. Assignment.



It is recognized by the parties hereto that a substantial inducement to the District for entering into this Agreement was, and is, the fact that Company has been recognized by the District to be capable and qualified to perform the work outlined in Schedule "A". This Agreement is personal to Company and shall not be assigned by Company without express written approval of District.

13. Changes to Scope of Work.

District may at any time and, upon a minimum of ten days written notice, seek to modify the scope of basic services to be provided under this Agreement. Company shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. The rate of compensation shall be based upon the hourly rates shown in Schedule "A" of this Agreement. Upon agreement between District and Company as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Company shall constitute notice to Company to proceed with the changed scope.

14. Compliance with Laws, Rules, and Regulations.

Services performed by Company pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and District laws and any rules or regulations promulgated thereunder.

15. Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of Company, Company's employees, agents, or subcontractors by federal or state law, Company warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. Schedules Incorporated.

All Schedules referred to in this Agreement are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and of any of the terms of any Schedule to this Agreement, the terms of this Agreement shall control the respective duties and liabilities of the parties hereto.

17. Independent Contractor.

It is expressly understood and agreed that Company, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of District. Company shall refrain from representing, at any time or in any manner, that Company is an employee or agent of District.

18. Integration and Amendment.

This Agreement represents the entire understanding of District and Company as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to any matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by all parties hereto.

19. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this Agreement shall be in the State of California in the County of Monterey.

20. Severability.

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect.

21. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Company written notice to proceed with the work. Such notice may authorize Company to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Company shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

22. Ownership of Documents.

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to the work performed under this Agreement shall vest with District at such time as District has compensated Company, as provided herein, for the services rendered by Company in connection with which such materials were prepared

23. Subcontractors.

Company shall be entitled, to the extent determined appropriate by Company, to subcontract any portion of the work to be performed under this Agreement. Company shall be responsible to District for the actions of persons and firms performing subcontract work. The subcontracting of work by Company shall not relieve Company, in any manner, of the obligations and requirements imposed upon Company by this Agreement.



24. Termination.

(a) District may, for any reason whatsoever, upon written notice to Company, terminate this Agreement. Upon termination Company shall be entitled to payment of such amount as fairly compensates Company for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Schedule "A," except that in the event of termination by District for Company's default, District shall deduct from the amount due Company the total amount of additional expenses incurred by District as a result of such default. Such deduction from amounts due Company is made to compensate District for its actual additional cost incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging other Companies for such purposes. In the event that such additional expenses exceed amounts otherwise due and payable to Company hereunder, Company shall pay District the full amount of such expense.

(b) In the event that this Agreement is terminated by District for any reason, Company shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by District; and

(2) Deliver to District all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to Company or prepared by or for Company or District in connection with this Agreement. Such material shall be delivered to District whether in completed form or in process; however, notwithstanding the provisions of Section 23 above, District may condition payment for services rendered to the date of termination upon Company's delivery to District of such material.

(c) In the event that this Agreement is terminated by District for any reason, District is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

(d) The rights and remedies of District and Company provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

25. Audit and Examination of Accounts.

(a) Company shall keep, and will cause any assignee or subcontractor under this Agreement to keep, accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

(b) Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

(c) **Company** hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this Agreement to District and any government entity (including, but not limited to, the County of Monterey, the State of California and the federal government) which provides support funding for this project.

(d) All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three years after final resolution of such disputes, litigation, appeals, or claims.

(e) **Company** hereby agrees to include the requirements of subsections (a) through (d) above in any and all contracts with assignees or **Company's** under this Agreement.

26. Notices.

(a) Written notices to District hereunder shall, until further notice by District, be addressed to:

Project Manager  
Monterey Peninsula Airport District  
200 Fred Kane Dr., Suite 200  
Monterey, CA 93940

(b) Written notices to **Company** shall, until further notice by **Company**, be addressed to:

**XXXXXX**

(c) The execution of any such notices by the Planning & Development Department shall be effective as to **Company** as if it were by resolution or order of District's Board of Directors.

(d) All such notices shall either be delivered personally, or shall be deposited in the United States mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

27. Nondiscrimination.

During the performance of this Agreement, **Company** shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. **Company** shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.



28. Conflict of Interest.

Company warrants and declares that Company presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. Company further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be retained or employed. In the event that any conflict of interest should nevertheless hereafter arise, Company shall promptly notify District of the existence of such conflict of interest so that District may determine whether to terminate this Agreement.

29. Headings.

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

30. Multiple Copies of Agreement.

Multiple copies of this Agreement may be executed but the parties agree that the copy on file in the office of the District Secretary is the version that shall take precedence should any differences exist among counterparts of the documents.

31. FAA Requirements.

Federal law requires that the Monterey Regional Airport, as a recipient of federal assistance, comply with the following Federal Regulations which are herein incorporated by reference:

**Davis Bacon- Professional Services** -Tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, Company will be required to comply with the Davis Bacon prevailing wage requirement and it will be included in the Professional Services Agreement.

**Affirmative Action -49 USC § 47123**

Equal Employment Opportunity Policy Statement

The Airport is committed to equal employment opportunity and requires that its agents, lessees and others doing business with the Airport adhere to Title VI of the Civil Rights Act of 1964, as amended, and any other applicable Federal and State laws and regulations hereinafter enacted.

Company's Obligation

Company will assure that no person is excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including leases covered by 49 CFR 23 on the grounds of race, color, national origin or sex.

Failure to make full disclosure as required above may result in disqualification of proposal or, if discovered after award, in termination of aforementioned agreement.

**Government-wide Requirements for Drug-free Workplace –49 CFR Part 29**

**Company** has full responsibility to monitor compliance to the referenced statute or regulation.



**Federal Fair Labor Standards Act (FLSA) - 29 USC § 201**

Company has full responsibility to monitor compliance to the referenced statute or regulation. Company must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**Occupational Safety and Health Act of 1970 – 20 CFR part 1910**

Company must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Company retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

MONTEREY PENINSULA AIRPORT DISTRICT:

COMPANY:

\_\_\_\_\_  
Michael La Pier, AAE  
Executive Director

\_\_\_\_\_  
xxx

Attachments:

Schedule A - Scope of Services, consisting of xx [x] pages.

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## FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_, as Principal and \_\_\_\_\_ as Surety, are held and firmly bound onto the Monterey Peninsula Airport District, in the penal sum of

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, being not less than one hundred (100) per cent of the estimated contract cost, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Monterey Peninsula Airport District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation to the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), being not less than ten (10) per cent of the estimated contract cost, shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Monterey Peninsula Airport District from loss or damage made evident during said period of one year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), shall remain in full force and virtue, otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same 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 contract or to the work of the specifications.

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Principal

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
Surety

STATE OF CALIFORNIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023

before me \_\_\_\_\_

a notary public in and for the State of California, personally appeared

\_\_\_\_\_

known to me to be the person whose name is subscribed to the within instrument as the

Attorney in Fact of \_\_\_\_\_

and acknowledged to me that he subscribed the name of \_\_\_\_\_

thereto as Surety, and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for State of California



## MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
\_\_\_\_\_ as Surety, and \_\_\_\_\_  
\_\_\_\_\_ as Principal, are held and firmly bound onto the Monterey Peninsula  
Airport District \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
said sum being 100 (One Hundred) percent of the estimated amount of the foregoing and  
annexed contract, to be paid to said Monterey Peninsula Airport District, for which payment,  
well and truly to be made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly and by these presents.

### THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden Principal, as Contractor in the annexed contract or his  
subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon,  
for or about the performance of the work contracted to be done, or shall fail to pay any  
person, company or corporation renting implements or machinery for or contributing to said  
work to be done, or any person who has performed work or labor upon the same, or any  
person who supplies both work and materials therefore, or the amount due under the  
Employment Insurance Act with respect to such work or labor, the Surety will pay for the  
same, in an amount not exceeding the above obligation, and also, in case suit is brought upon  
such bond, the above bounden Principal and the said Surety will pay a reasonable attorney's  
fee to be fixed by the court. This obligation and bond shall insure to the benefit of any and  
all persons entitled to file claims under Section 3181 of the Civil Code and said persons or any  
of them, or their assigns shall have a right of action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Principal

\_\_\_\_\_(SEAL)  
Surety

By \_\_\_\_\_  
Attorney in Fact

STATE OF CALIFORNIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023

before me \_\_\_\_\_

a notary public in and for the State of California, personally appeared

\_\_\_\_\_

known to me to be the person whose name is subscribed to the within instrument as the

Attorney in Fact of \_\_\_\_\_

and acknowledged to me that he subscribed the name of \_\_\_\_\_

thereto as Surety, and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for State of California