

**SPECIFICATIONS  
FOR  
NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN  
IMPROVEMENTS,  
PROJECT NO. 9362  
STATE PROJECT NO. HSIPL 5045(041)**



CITY OF SALINAS  
200 Lincoln Avenue  
Salinas, CA 93901

OCTOBER 2023

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For use in conjunction with STANDARD SPECIFICATIONS, DESIGN STANDARDS AND  
STANDARD PLANS (Latest Edition), City of Salinas-Engineering & Transportation Department.

APPROVED FOR CONSTRUCTION

  
ADRIANA ROBLES, P.E.  
CITY ENGINEER

  
DATE



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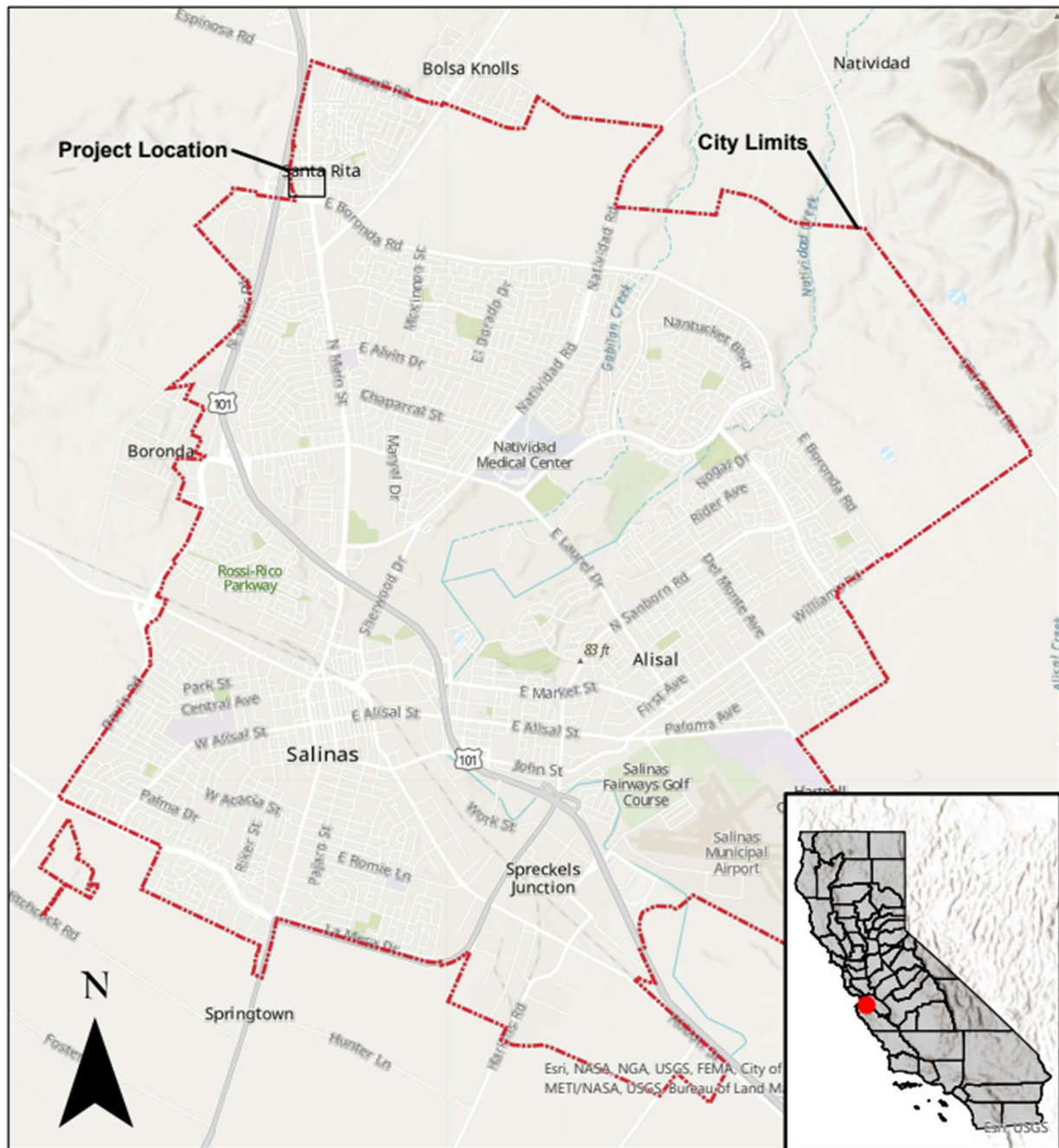
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**LOCATION MAP**  
NTS

## NOTICE TO BIDDERS

Notice is hereby given that the City of Salinas, County of Monterey, State of California (hereinafter referred to as “City”), hereby invites sealed Bid Proposals for the following work to be completed according to Plans and Specifications on file, to wit:

### **NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS, PROJECT NO. 9362**

### **STATE PROJECT NO. HSIPL 5045(041)**

A scanned copy of the Bid Proposal Package (“Bids”) for the above-mentioned project shall only be submitted **electronically via PlanetBids**. Bids will only be received until **2:00 PM on the 12th day of December 2023** at which time or thereafter said bids will be electronically opened and read aloud **via Zoom**. Bids received after this time will not be accepted. It is the Bidder’s responsibility to ensure that said Bid is uploaded to PlanetBids at the aforementioned designated date and time.

**In addition to electronic Bid submittals, sealed original hard copies as listed in Part A of these Specifications (to be used for verification) must also be sent via courier service, mailed, or delivered within 5 working days after Bid opening date. Failure to comply with these requirements may result in the forfeiture of the Bidder’s rank in the Bid process.**

**Scope of Work:** In general, the work shall include, but is not limited to the removal and salvage of existing Rectangular Rapid Flashing Beacon systems, removal and disposal of existing poles and foundation, removal and salvage of existing street name signs, installation of overhead Rectangular Rapid Flashing Beacon systems, installation of poles with foundation, installation of a NEMA 3R controller cabinet, installation of accessible pedestrian signal (APS) and pedestrian button station (PBS), installation of striping, and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

### **AUXILIARY AIDS AND SERVICES**

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in any meetings for this project. Requests should be referred to the City Clerk’s Office at City Hall, 831-758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the scheduled meeting. Hearing impaired or TTY/TDD text telephone users may contact the City by dialing 711 for the California Relay Service (“CRS”) or by telephoning any other service providers’ CRS telephone number.

### **LICENSING REQUIREMENTS**

No Bid shall be accepted from a prospective Bidder who has not been licensed in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code.

**Contractor shall possess a Type "A" license or other license qualifying the Bidder to Bid as a prime Contractor prior to SUBMITTAL of Bid and the license must be valid prior to award**

**and throughout the Contract as approved by Council. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164). Subcontractors shall possess the license appropriate for their classification of work.**

The successful Bidder and all Subcontractors must have a valid City of Salinas business license before the commencement of work.

## **LOCAL ORDINANCES**

All contractors are required to comply with all the requirements of the City of Salinas local hiring preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, attached hereto, **STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE** and incorporated herein by reference, with respect to person(s) hired directly by the Contractor and to all persons hired by the Contractor's Subcontractor(s).

In determining the lowest bid for a public works contract that exceed \$5,000.00, a qualified local business shall receive a five percent (5%) preference, per the City's Local Purchasing Preference Ordinance (Sec. 12-28.050 and Sec. 12-28.060).

In order to be recognized as a local business, Contractors must submit a Declaration of Local Business Form to the City's Finance Department.

## **STATE REQUIREMENTS**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a Bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A bid shall not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1771.1. All Contractors (prime and subs) must possess and maintain such registration with the Department of Industrial Relations ("DIR") in order to be awarded and to perform work on public works projects. The following is the link to DIR's Contractor Registration searchable database: <https://cadir.my.salesforce-sites.com/ContractorSearch>

## **PROSPECTIVE BIDDER REGISTRATION/SPECIFICATIONS**

Bidders will be responsible for printing or obtaining on their own accord, hard copies of the Bid Proposal Package, Plans, Specifications, Prospective Bidders List and any addenda and notifications for their use in submitting a Bid.

**Bidders are required to register as a Prospective Bidder for this project on the PlanetBids Vendor Portal website when submitting a Bid and shall maintain their status as “Bidder” throughout the Bid process. Bidders that fail to do so shall be disqualified.** Prospective Bidders are permitted to access and download all information and documents available for the project on the PlanetBids website. Only registered **Prospective Bidders** for the particular City of Salinas project will automatically receive updates, notifications, and addenda when issued, however, it is the Bidders’ responsibility to ensure that the forgoing have been received.

Bidders can register as a Prospective Bidder in two ways:

- (1) Bidders are encouraged to register for **FREE** through **PlanetBids Vendor Portal for the City of Salinas** at <https://www.planetbids.com/portal/portal.cfm?CompanyID=22949>,
- (2) Bidders may also register to PlanetBids’ website directly for a **FEE** at <https://vendorline.com/register> and sign up for City of Salinas’ bid opportunities. The link “View Current Construction Projects Out for Bid” on the City of Salinas website listed below will take you to the registration page on the PlanetBids Vendor Portal for the City of Salinas website: <https://www.cityofsalinas.org/Your-Government/Find-a-Department/Public-Works/Construction-Projects>

All Plans and Specifications are available for viewing at the Public Works Department Office at City Hall and are available for download on PlanetBids through the City of Salinas website, <https://www.cityofsalinas.org/Your-Government/Find-a-Department/Public-Works/Construction-Projects>

For assistance in downloading the documents, contact PlanetBids online or by calling 818-992-1771.

All questions regarding this project shall be submitted to the City of Salinas through the project page on the PlanetBids website, **9 calendar days** prior to bid opening date. Questions received after the date stated here shall not be answered. All registered Prospective Bidders for this project will receive an email notification once a response to a question has been posted on the PlanetBids web site.

STANDARD SPECIFICATIONS DESIGN STANDARDS AND STANDARD PLANS (Latest Edition), City of Salinas, Public Works Department, (herein referred to as the “Standard Specifications”) may be purchased from Public Works Department by payment of **\$45.00 (tax included)** per set or may be purchased by mail order for **\$53.00 (tax, shipping and handling included)**; or may be downloaded on the City of Salinas website at no charge at: <https://www.cityofsalinas.org/Your-Government/Find-a-Department/Public-Works> **Any and all Addenda to the Contract Documents shall only be issued electronically on-line through the PlanetBids Vendor Portal website and ONLY to Bidders who are registered Document Holders on-line at the PlanetBids Vendor Portal website as having received a set of Contract Documents. The City shall not be responsible for issuance of said Addenda to non-registered Document Holders.**

## **PREVAILING WAGES**

All wage scales shall be in accordance with applicable determinations made by the Director of the DIR of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of the Director of the DIR are available on the website address <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. **It shall be mandatory for the Contractor to whom the Contract/Project is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract and employ apprentices pursuant to Section 1777.5 of the California Labor Code.**

**This project is subject to compliance monitoring and enforcement by the DIR.**

**Additionally, all contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission.**

The City of Salinas reserves the right to reject any or all Proposals and to waive any informality in Proposals received.

Each Bid shall be in accordance with the Plans and Specifications on file, submitted on the Proposal form furnished and accompanied by a certified or cashier's check or Bid Bond made payable to the City of Salinas, for an amount equal to at least ***ten percent (10%)*** of that amount of the Bid, such guaranty to be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within ***15 calendar days*** after notification of the award of Contract to the Bidder. The Contractor shall diligently prosecute the work to completion on or before the expiration of ***70 Working Days*** (this does not include the allotted ***30 calendar days*** for material submittals).

**By submitting a Bid, it is assumed that the Contractor has evaluated the site and the Bid submitted reflects that the Contractor is satisfied as to the existing conditions, said conditions being reflected in the Bid.**

## **SUBSTITUTION OF SECURITIES**

For any moneys earned by the Contractor and withheld by the City of Salinas to ensure the performance of the Contract, the Contractor may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

**PART A –  
BID CONTRACT DOCUMENTS**

**CONTRACT DOCUMENTS TO BE SUBMITTED WITH BID ON  
BID OPENING DATE**

# PROPOSAL

FOR

**NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS,**

**PROJECT NO. 9362**

**STATE PROJECT NO. HSIPL 5045(041)**

**SALINAS, CALIFORNIA**

FROM: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
(Street Address)

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

Honorable Mayor of City Council  
City of Salinas  
Salinas, California

Gentlemen/Ladies:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself/herself on award by the City Council under this Proposal to execute in accordance with such award, a Contract with necessary bonds of which this Proposal, the Notice to Bidders, and the Plans and the Specifications on file shall be a part, to furnish any and all required labor, material, and services for performing and completing the work set forth in said Specifications and as shown on the Plans accompanying them, within the time hereinafter set forth and at the prices named in this Proposal as follows:

All of the Proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, or complete-in-place, per Plans and Specifications.



**NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS,  
PROJECT NO. 9362  
STATE PROJECT NO. HSIPL 5045(041)**

**PROPOSAL ITEMS  
BASE BID**

<b>Item No.</b>	<b>Item Description</b>	<b>Approx. Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, Demobilization and Final Clean Up	1	LS		
2	Temporary Traffic Control and Construction Area; Complete In-Place	1	LS		
3	Furnish and Install Storm Water Pollution Control Plan; Complete In-Place	1	LS		
4	Remove and Salvage RRFB system (Complete)	2	EA		
5	Remove and Dispose of Pole and Foundation (Complete)	2	EA		
6	Remove and Salvage Signs (Complete)	2	EA		
7	Furnish and Install, RRFBs, All Signs, Poles, Posts, and Electrical Systems; Complete In-Place	1	LS		
8	Install White Yield Bar Thermoplastic Pavement Markings Per State Std Plan A24G	87	SF		

**TOTAL**

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**NOTE: For Bid package to be VALID: (1) the Bidder must submit all completely executed and signed City of Salinas forms; (2) the Contractor and all Subcontractors shall have valid, current and active Contractor's license(s) for the classification(s) of work performed; and (3) the Contractor and all Subcontractors must possess and maintain a Public Works Contractor Registration with the DIR pursuant to Labor Code section 1725.5, and the license(s) must be valid at the time Contract is awarded and throughout the Contract as approved by Council.**

It is expressly understood and agreed that this Bid shall have the following documents completed, all of which are incorporated into and made a part hereof. **The following information shall be submitted with the Bid Proposal on the Bid Opening Date:**

- 1. Completely executed Proposal signed and dated.**
- 2. Signed Addendum, if any.**
- 3. Bidder's Bond.**

- 4. Bidder's Statement of Financial Responsibility Technical Ability and Experience.**
- 5. Insurance Certification.**
- 6. Bidder's Statement of Subcontractors Part 1**
- 7. Equal Employment Opportunity Certification.**
- 8. Public Contract Code Section 10285.1 Statement.**
- 9. Public Contract Code Section 10162 Questionnaire.**
- 10. Public Contract Code Section 10232 Statement.**
- 11. Contractor's Certification of Non-Segregated Facilities.**
- 12. Non-Collusion Declaration of Contractor.**

The lowest and second lowest ranked project Bidders shall submit the following forms, fully completed, to the Public Works Department, City of Salinas, within 5 working days after Bid opening date and/or when the lowest responsible Bidder is known. The Documents to be completed and submitted are the following:

- 13. Bidder's Statement of Subcontractors – Part 2.**
- 14. Bidder's List for the City of Salinas Public Works Department (The Prime Contractor shall submit original(s). All Subcontractor(s) shall submit original (s) or faxed copies).**
- 15. Contractor Data Universal Numbering System (D-U-N-S) Number.**
- 16. Non-Collusion Declaration of Subcontractor.**
- 17. Statement of Good Faith Effort for Local Hire**

**FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN THE FORFEITURE OF THE BIDDER'S RANK IN THE BID PROCESS.**

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

**The City reserves the right to award the project to the responsible, responsive Bidder with the lowest possible Bid. The basis of award shall be the lowest Base Bid of Items No. 1-19, as noted on the Proposal. The City further reserves the right to award or reject the Base Bid or any item(s) within, depending on available funding.**

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the DESIGN STANDARDS, STANDARD SPECIFICATIONS AND STANDARD PLANS (Latest Edition), City of Salinas Development & Engineering Services, herein referred to as the Standard Specifications, and the most current approved version of the California Manual of Uniform Traffic Control Devices (CAMUTCD).

In addition to the Subcontractors required to be listed in conformance with the Standard Specifications, **the Contractor shall submit name, address, DIR Public Works Registrations number, Contractor's license number including State/expiration date and the portion of the work that shall be done by each Subcontractor. All prospective Contractors may use the website <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor's license status and the DIR's Contractor Registration searchable database <https://cadir.my.salesforce-sites.com/ContractorSearch> to verify each Subcontractor's registration status.**

The Bidder shall submit the list of Subcontractor(s) with the Proposal. Use the form supplied in the Contract documents. If no such list is submitted, it shall be assumed that the Contractor shall do all the work herein specified.

The successful Bidder and all Subcontractors must have a valid City of Salinas business license before the commencement of work.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

Each Bid shall be in accordance with the Plans and Specifications on file, submitted on the Proposal form furnished and accompanied by a certified or cashier's check or Bid Bond made payable to the City of Salinas, for an amount equal to at least ***ten percent (10%)*** of that amount of the Bid, such guaranty to be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within ***15 calendar days*** after notification of the award of Contract to the Bidder. The Contractor shall diligently prosecute the work to completion on or before the expiration of ***70 Working Days*** (this does not include the allotted ***30 calendar days*** for material submittals after said notification).

The undersigned further agrees that all work to be done under this Contract shall be done in accordance with the provisions of that certain form of Agreement attached hereto and hereby made a part of these Specifications.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all Subcontractors under him/her, to all laborers, workmen and mechanics employed in the execution of such Contract or any Subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the City Council, the schedule thereof being set forth in the advertisement for Bids and in the Specifications for said work.

Enclosed herein is a (Bidder's bond, certified check, or cashier check) for not less than **10%** of the total amount of the Proposal and the undersigned agrees that, in case of his/her 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 City of Salinas as liquidated damages.

All questions about the meaning or intent of the Contract documents shall be submitted to the City of Salinas through the project page on the Planet Bids website. Replies shall be issued by Addenda electronically on-line through the PlanetBids Vendor Portal website and ONLY to Bidders who are registered Prospective Bidders for this project. **QUESTIONS RECEIVED LESS THAN 9 CALENDAR DAYS PRIOR TO THE DATE OF THE OPENING BIDS SHALL NOT BE ANSWERED.** Only questions answered by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

**Any and all Addenda to the Plans and/or Specifications shall be signed and attached hereto this Proposal.**

For any money earned by the Undersigned and withheld by the City of Salinas, to insure the performance of the Contract, the Undersigned may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

Licensed in accordance with an act providing for the registration of Contractors:

License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_ DIR Reg. Exp. Date: \_\_\_\_\_

(If Bidder is a joint venture, each member must specify license number, expiration date, and statement regarding representations made).

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals; co-partners composing the firm. If a corporation, state legal names of corporation, also names of President, Secretary, Treasurer, and Manager thereof).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Business Address*

Signature of Bidder: \_\_\_\_\_  
(Signature in blue ink)

Dated: \_\_\_\_\_, 20\_\_\_\_

***(This form must be completed and submitted with this Bid)***

The undersigned submits below a statement of the work of a similar character to that included in the Proposed Contract which he/she has successfully performed. (Include the type of work, name, and phone number of all references).

PHONE NUMBER

[illegible]

(Date)

21

## INSURANCE CERTIFICATION

*(This certification shall be completed and submitted with the proposed Bid)*

By signing below, I hereby certify that \_\_\_\_\_  
*(Insert company name)*

is currently insured by an insurance company that is an **“Authorized”** carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California, and shall be written by insurers with a current A.M. Best Rating of “A-Class VIII” or better, and a financial size of “VII” or greater. Said insurance will expire on \_\_\_\_\_

I further hereby certify that, as the signer of this Bid proposal, I have read and understand the City’s insurance requirements as described in the section entitled “Certificate of Insurance - Requirements” within these specifications and that proof of insurance will be required before the Public Works contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Salinas as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City’s Risk Management staff.

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)**

## BIDDER'S STATEMENT OF SUBCONTRACTORS – PART I

*(This form shall be completed and submitted with this Bid)*

List each subcontractor that is a first tiered subcontractor and will perform a portion of the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's total contract price or \$10,000 (whichever is greater). Substituting a Subcontractor in place of a Subcontractor listed in the original Bid is prohibited and may result in rejection of the Bidder's proposal.

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, prior to award of Contract, and throughout the Contract.

The Contractor and all Subcontractors must possess and maintain a current Public Works Contractor registration with the Department of Industrial Relations (DIR), at the time Bid is submitted, and throughout the Contract.

SUBCONTRACTOR	TYPE OF WORK	DIR NO.	LICENSE No./ STATE

SIGNED \_\_\_\_\_  
(Signature) (Date)

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)**

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

*(This form shall be completed and submitted with this Bid)*

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED \_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**



## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

*(This form shall be completed and submitted with this Bid)*

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED \_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

*(This form shall be completed and submitted with this Bid)*

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED \_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

*(This form shall be completed and submitted with this Bid)*

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED \_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

## CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES\*

(This information shall be submitted with your Proposal.)

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she shall not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she shall not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification shall be a violation of the Equal Opportunity clause in any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she shall obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she shall retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Name of Bidder*

Official Address (including ZIP Code):

Signature: \_\_\_\_\_

*(Signature in blue ink)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

\*Shall be included without alteration.

## NON-COLLUSION DECLARATION OF CONTRACTOR

*(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date)*

State of \_\_\_\_\_,  
County of \_\_\_\_\_, } SS

\_\_\_\_\_, being first duly sworn, deposes and says that:

I am the *(Owner, partner, officer, representative, or agent)* \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing Bid:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed \_\_\_\_\_  
(signature in blue ink)

\_\_\_\_\_  
*Title*

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Title*

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

*(This form shall be completed and submitted with this Bid)*

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED \_\_\_\_\_  
*(Signature in blue ink)*

**Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s).**

**CONTRACT DOCUMENTS TO BE SUBMITTED TO THE CITY  
WITHIN 5 WORKING DAYS AFTER BID OPENING DATE**

## BIDDER'S STATEMENT OF SUBCONTRACTORS – PART II

*(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date and/or when the lowest responsible Bidder is known.)*

**List all first tiered Subcontractors performing work on site, including first tiered Subcontractors under one-half of one percent (0.5%) of the total contract bid or \$10,000.**

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

If no list submitted, it shall be assumed that the Contractor shall do all the work as specified.

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, at time of award of Contract, and throughout the Contract. **All prospective Contractors may use the website** **Hyperlink reference not valid.**

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor's license status and expiration dates.

The Contractor and all Subcontractors must possess and maintain a current Public Works Contractor registration with the Department of Industrial Relations (DIR), at the time Bid is submitted, and throughout the Contract. **All prospective Contractors may search the DIR's Public Works Contractor Registration searchable database** <https://www.dir.ca.gov/public-works/publicworks.html> to verify each Subcontractor's registration status.

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Bid Item No. & % of each:** \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Bid Item No. & % of each:** \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

***Contractor shall provide all Subcontractor information requested above.***

*\*City of Salinas Business License shall be acquired before commencement of work.*



**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_ **License No. / State:** \_\_\_\_\_

**DIR Registration No.:** \_\_\_\_\_ **DIR Registration Expiration Date:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Bid Item No. & % of each: \_\_\_\_\_

**\*Business License No.** \_\_\_\_\_

***Contractor shall provide all Subcontractor information requested above.***

SIGNED: \_\_\_\_\_

*(Signature)*

*(Date)*

***Attach Notary Acknowledgment if signature is not the same as the Proposal signature(s)***

***\*City of Salinas Business License shall be acquired before commencement of work.***

**CONTRACTOR**  
**DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**  
*(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date)*

Contract Number:	
Contractor Name:	
Contact Name:	
Telephone Number:	

**BUSINESS ADDRESS (D-U-N-S Number Location):**

Street:	
City:	
State:	
Zip Code:	

**D-U-N-S Number:** \_\_\_\_\_

I HEREBY CERTIFY THAT ALL STATEMENTS I HAVE PROVIDED IN THIS FORM HEREIN ARE TRUE AND THAT I AM AUTHORIZED TO SIGN THIS FORM AND TO MAKE THESE STATEMENTS ON BEHALF OF THE ORGANIZATION/BUSINESS.

\_\_\_\_\_  
NAME (TYPED)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## NON-COLLUSION DECLARATION OF SUBCONTRACTOR

*(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date)*

State of \_\_\_\_\_,  
County of \_\_\_\_\_, } SS

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is (*Owner, partner, officer, representative, or agent*) of \_\_\_\_\_,  
hereinafter referred to as the "Subcontractor".

He/she is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_,  
the Contractor for certain work in connection with the \_\_\_\_\_  
(*City or County and State*).

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed \_\_\_\_\_  
(signature in blue ink)

\_\_\_\_\_  
**Title**

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
**Title**

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

**Attach Notary Acknowledgment**

# STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE

For

The City of Salinas  
Public Works Department

*(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)*

In conformance with Article IV to Chapter 12 of the Salinas Municipal Code, each Contractor and Subcontractor shall complete and submit this **Statement of Good Faith Effort**.

18. Project Title: \_\_\_\_\_

19. Contractor (or Subcontractor ☐): \_\_\_\_\_

20. Address: \_\_\_\_\_

21. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contractor (or Subcontractor ☐ ) estimates that fifty percent (50%) or more of its workforce, for this project, meets the local hire requirements for this contract:

Yes ☐ No ☐ . If "No", the apparent successful Bidder (low Bidder) and the second low Bidder shall complete and submit the following form to the office at which bids were received so the information is received by the Department no later than 5 working days after bid opening:

Name and Address of Local Recruitment Source	Date of Recruit. Contact	Person Contacted and Phone #	Recruitment For: Trade & Classification	Number of Referrals Requested	# of Local Hires as Result of Contact	Names and address of Local Hire (2) as a Result of Contact

I certify that the information contained in this form is true and correct, to the best of my knowledge, (Please sign all pages.) (Submitted under penalty of perjury, Salinas City Code, Section 12-31.)

52. \_\_\_\_\_  
Signature Name (Please Print) Title or Position (Please Print) Date

**Attach Notary Acknowledgment**

53. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

**BIDDER'S LIST  
FOR  
THE CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

*(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)*

All Bidders are required to provide the following information for all DBE and non-DBE contractors who provided a proposal, Bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime Contractor and must be submitted with their Bid/proposal. In order for the City of Salinas to conform with Federally Mandated DBE Program Bidders List, it will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process.

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ License No.: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)? ☐ Yes ☐ No

Type of work/services/materials provided by firm: \_\_\_\_\_

What were your firm's Gross Annual receipts for last year?

\_\_\_\_\_ Less than \$1 Million

\_\_\_\_\_ Less than \$5 Million

\_\_\_\_\_ Less than \$10 Million

\_\_\_\_\_ Less than \$15 Million

\_\_\_\_\_ More than \$15 Million

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: \_\_\_\_\_

(Date)

This form may be copied as needed to report all Bidders (DBEs and non-DBEs) information.

Revision Date 11/17/17

**PART B –  
SUCCESSFUL BIDDER’S CONTRACT DOCUMENTS TO BE  
SUBMITTED AFTER PROJECT IS AWARDED**

## GENERAL INSTRUCTIONS TO LOW BIDDER

### BIDDER'S SIGNATURES

- (A) The Bidder shall sign two documents included in the Bid Documents:
1. Agreement
  2. Bidder's Security
- (B) The name of the Bidder shall be typewritten or printed below the signature line. The type of legal entity shall be included in the name of the Bidder (Examples: individual, sole proprietorship, general partnership, limited partnership, and corporation).
- (C) The name and title of all individuals signing for the entity shall be typewritten or printed below the signature line. **All signatures shall be notarized with a notary acknowledgment.**
- (D) The Bidder shall provide evidence that the individual signing the document is authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the Bidder is signing as an individual.
- (E) If the Bidder is a corporation, proof of authorization shall be established (pursuant to Corporations Code Section 313) if one of the corporate officers listed in column A below and one of the corporate officers listed in column B below both sign the documents.

A		B
Chairman of the Board,		Secretary,
or		or
President,	<u>AND</u>	Assistant Secretary,
or		or
Vice President,		Chief Financial Officer,
		or
		Assistant Treasurer

For any other combination of signatures of corporate officers, a copy of the Board minutes, resolution, or articles of incorporation may be submitted to prove that the individuals have the authority to bind the corporation.

## GENERAL INSTRUCTIONS TO LOW BIDDER – cont.

- (F) If the Bidder is any legal entity other than an individual or corporation, documentation must be submitted which establishes that the individuals have the legal authority to bind the legal entity of the Bidder.
- (G) If the legal entity is a Limited Partnership, a Certificate of Limited Partnership (State form LP-1) is sufficient to establish the authority of a single General Partner to bind the Limited Partnership.
- (H) If the Bidder is a General Partnership, a Certificate of General Partnership or General Partnership agreement is sufficient to establish the names of all general partners of a General Partnership.
- (I) All general partners must sign the documents, unless proof is submitted which authorizes an individual partner to bind the other general partners.
- (J) If the individual signing the document is signing as a sole proprietorship, either a Fictitious Business Name Statement or a City of Salinas business License is sufficient to establish the authority of an individual to bind a sole proprietorship.
- (K) If the individual or individuals signing the documents are signing on behalf of an entity other than the Bidder, and that other entity is authorized to bind the legal entity of the Bidder, then documentation must be submitted which establishes that the individuals have the authority to bind the other entity, and that the other entity has the authority to bind the legal entity of the Bidder.

## BIDDER'S/CONTRACTOR'S SECURITY

All bidders' security (including bidder's bond, faithful performance bond, labor and materials bond, and any other required bond) shall be in one of the following forms:

- a. Cash
- b. Cashier's check made payable to the City
- c. A certified check made payable to the City

A bond executed by an admitted surety insurer, made payable to the City in the form of the bonds in the Contract documents. The Power of attorney for the attorney-in-fact of the surety must be current, contain an authorization to bind for at least minimum dollar amount of the bond, and be attached to the bond. **The signature of the attorney-in-fact must be notarized.**



## BOND OF FAITHFUL PERFORMANCE

*(To be completed and submitted after project award)*

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. \_\_\_\_\_ (N.C.S.)

passed \_\_\_\_\_, 20\_\_\_\_, has been awarded to

\_\_\_\_\_ hereinafter designated as "Principal," a Contract for constructing.

### **NORTH MAIN STREET AND LAMAR STREET, PROJECT NO. 9362 STATE PROJCT NO. HSIPL 5045(041)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

Now, therefore, We, the Principal and \_\_\_\_\_ as

Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract cost of the work, 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 bound Principal, his/her 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/her 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 City of Salinas, 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 in the amount of not less than 10% of the estimated Contract cost, shall hold good for a period of 1 year after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of 1 year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than 10% of the total bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

BOND OF FAITHFUL PERFORMANCE – cont.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract, the Principal may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration and addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to the work or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*

Surety Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*

**PAYMENT BOND  
(LABOR AND MATERIAL BOND)**

*(To be completed and submitted after project award)*

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. \_\_\_\_\_(N.C.S.)

passed \_\_\_\_\_, 20\_\_\_\_, has been awarded to

\_\_\_\_\_ hereinafter designated as  
"Principal," a Contract for constructing.

**NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS,  
PROJECT NO. 9362  
STATE PROJECT NO. HSIPL 5045(041)**

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

Now, therefore, We, the Principal and \_\_\_\_\_ as

Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract cost of the work, 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 said Principal, his/her or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall

PAYMENT BOND – cont.

have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Government Code, so as to give a right to action to them or their assigns in any suit brought upon this bond.

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 shall in anyway affect its obligations of 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 or to the Specifications.

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

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

*(Signature in blue ink)*

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

*(Signature in blue ink)*

Surety Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

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

*(Signature in blue ink)*

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

*(Signature in blue ink)*

## CERTIFICATE INSURANCE REQUIREMENTS

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**1. Commercial General Liability (“CGL”):** Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

**3. Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

**4. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

### Self-Insured Retentions

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

### Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

#### **Waiver of Subrogation**

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

#### **Verification of Coverage**

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### **Subcontractors**

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

#### **Maintenance of Insurance**

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

**Special Risks or Circumstances**

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

**Special Risks or Circumstances**

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

**Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

**Builder's Risk (Course of Construction) Insurance**

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

## **AGREEMENT**

*(To be completed and submitted for project award)*

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SALINAS, a municipal corporation of the State of California, hereinafter called "City", and \_\_\_\_\_ hereinafter called "Contractor",

### **WITNESSETH**

**FIRST:** Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant, transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct, and complete the work at the time and in the manner provided, and in strict accordance with the Plans and Specifications therefore, for

#### **NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS, PROJECT NO. 9362**

#### **STATE PROJECT NO. HSIPL 5045(041)**

adopted by the Council of the City of Salinas on \_\_\_\_\_, 20\_\_\_\_, and identified by the signature of Contractor and the signature of the Mayor of the City of Salinas.

**SECOND:** It is expressly understood and agreed that this Contract consists of the following documents, all of which are incorporated into this Agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Notice Inviting Sealed Proposals
- b. Signed and executed Bid and Proposal of Contractor, and if any signed Addendum, as accepted by City
- c. Bidder's Statement of Financial Responsibility, Technical Ability and Experience
- d. Bidder's Statement of Subcontractors – Part I
- e. Bidder's Statement of Subcontractors – Part II
- f. Insurance Certification
- g. Completely executed and signed all required City of Salinas forms
- h. Instructions to Successful Bidder and General conditions
- i. Performance Bond
- j. Payment Bond (Labor and Materials Bond)
- k. Certificate of Insurance
- l. The aforesaid Plans and Specifications
- m. Design Standards and Standard Specifications and Standard Plans (Latest Edition), or as amended, or otherwise indicated in the specifications
- n. State Standard Specifications and Standard Plans, 2018 Edition (unless otherwise shown on the plans), and
- o. this Agreement.

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement, and as set forth in the Proposal adopted by the City of Salinas, a true copy thereof hereto attached; also, for all



loss or damage arising out of the nature of said work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Salinas, and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the Provisions of this agreement and the requirements of the City Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of bid items No. \_\_\_\_\_ specified in the Proposal of the Contractor, for the as total price of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Proposal after execution of the Contract on behalf of the City of Salinas and the receipt from the City of Salinas of a Notice to Proceed with the work.

**FOURTH:** The City of Salinas hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby Contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Specifications and the said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained

**FIFTH:** No interest in this Agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this Contract, so far as the City of Salinas is concerned. All rights of action, however, for any breach of this Contract are reserved to City.

**SIXTH:** The Contractor shall keep harmless and indemnify the City of Salinas, its officers, agents, and employees from all loss, damage, cost, or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Salinas, its officers, agents, or employees, or articles supplied by the Contractor under this Contract of which he/she is not entitled to use or sell. Contractor agrees to, at his/her own cost and expense, defend in court the City, its officers, agents, and employees in any action which may be commenced or maintained against them or any of the, on account of any claimed infringement of patent rights, arising out of this Agreement.

Contractor shall indemnify and save the City of Salinas, its officers, agents, and employees harmless against all claims for damages to person or property arising out of Contractor's execution of the work, or otherwise by the conduct of the Contractor or its employees, agents, Subcontractors, or others (including the active and passive negligence of the City, its officers, agents, and employees) in connection with the execution of the work covered by this Contract and any and all costs, expenses, attorney's fees, and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the sole negligence or willful conduct of the City, its officers, agents, or employees. Further, Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

Contractor shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees for architects, engineers, attorneys, and other professional and court costs) incurred by the City in enforcing the Provisions of this Section.

**SEVENTH:** The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within 1 year after acceptance of final payment by Contractor and to indemnify said City of Salinas against all loss and damage occasioned by any such defect, discovered within said 1 year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said 1 year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

**EIGHTH:** The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Salinas full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.12 of both the Standard Specifications, State of California, May 2006 Edition and the Design Standards and Standard Specifications, Public Works Department, City of Salinas (Latest Edition). Certificates of Insurance must specify whether coverage is on a "claims occurrence" or "claims made" form. If the policy is "claims made", Contractor will be required to obtain a bond which must remain in effect until 12 months following work completions.

Contractor shall also advise the insurance carrier to inform the city of the unpaid limits of the policy. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Salinas by certified or registered mail of a written notice of such cancellation or reduction in coverage.

It is acknowledged by the parties to this Agreement that insurance coverage required to be provided by the Contractor or any other party in favor of the City/additional insured is intended to apply first on a primary and non-contributing basis in relation to any other insurance of self-insurance (primary or excess) available to the City and any employee of the City. The Contractor agrees to have its policies endorsed accordingly. In addition, Contractor also accepts to provide commercial general liability ("CGL") endorsement form *CG 20 10 11 85*. An acceptable alternative would be the use of two ISO forms together: the *CG 20 10 07 04* ("ongoing operations") and the *CG 20 37 10 01* ("completed operations"). The City may also accept any other comparable endorsement, which does not further limit coverage and which may be approved and accepted by the City's Risk Management staff.

**NINTH:** Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

Apprenticeship utilization: The Contractor agrees to comply with the Department of Apprenticeship Standards of the California Labor Code Section 1777.5 and the following:

Prior to commencing work on the awarded contract, the Contractor shall submit contract award information (form DAS 140) to all applicable apprenticeship program(s) that can supply apprentices to the site of the public work. **A copy of this information shall also be provided to the City of Salinas.**

The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the public work shall be no less than one hour of apprentice work for every five hours of journeyman work.

**At the end of each month of work on the contract, the Contractor and Subcontractors shall submit a record of utilization of apprentices for the previous months work.**

**Within 60 days after concluding work on the contract, each Contractor and Subcontractor shall submit to the City of Salinas and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract.**

IN WITNESS WHEREOF, City has caused this instrument to be executed and its corporate name and seal to be hereunto attached by its Mayor, pursuant to resolution theretofore duly adopted by the Council of the City of Salinas, and Contractor has caused this instrument to be executed the day and year first hereinabove written.

CITY OF SALINAS, A Municipal Corporation

ATTEST:

BY \_\_\_\_\_  
Mayor

City Clerk \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach Notary Acknowledgment)*

*Contractor (signature in blue ink)*

**NOTE:** Please refer to the "General Instructions to Low Bidder" for specific signature requirements.

I hereby approved the form of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attorney for the City of Salinas

Checked by the City Engineer on \_\_\_\_\_

\_\_\_\_\_  
City Engineer

***ALL SIGNATURES SHALL BE NOTARIZED EXCEPT THOSE OF CITY OFFICIALS***

## PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

**Do not send this form to the Division of Apprenticeship Standards.**

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO.
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

***This is not a request for dispatch of apprentices.***

*Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations*

*Check One Of The Boxes Below*

1. ☐ We are already approved to train apprentices by the \_\_\_\_\_  
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
  
2. ☐ We will comply with the standards of \_\_\_\_\_  
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
  
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

**State of California - Department of Industrial Relations DIVISION  
OF APPRENTICESHIP STANDARDS**

**PART C –  
CITY OF SALINAS FORMS AND MEMORANDUM**



# CITY OF SALINAS

## STATEMENT OF COMPLIANCE

Page 1 of 2

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:

- (a) ☐ Specified in the applicable wage determination incorporated into the contract.
- (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:

- (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
- (b) ☐ Have been paid directly to the listed employee(s), except as noted below.
- (c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in Code of Federal Regulations, Title 29, Part 3.

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).

### ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814  
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION FORM  
CEM-2503 (REV 05/2019)



## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

Page 2 of 2

This statement of compliance meets needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments directly to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or total hourly wage amount in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

### INSTRUCTIONS:

#### **Contractors required to pay Federal Wage Rates:**

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

#### **Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:**

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

#### **Contractor who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the times required for the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

#### **Contractors who pay no fringe benefits:**

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and payment in lieu of fringes be separately stated in the hourly rate column. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

#### **Use of Section 4(c), Exceptions:**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) and 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).



## CITY OF SALINAS FRINGE BENEFIT STATEMENT

CONTRACTOR OR SUBCONTRACTOR (Please Print)		CONTRACT NUMBER	DATE
DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER		FEDERAL-AID PROJECT NUMBER
TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER City of Salinas, Department of Public Works Katherine Bonilla, PW Labor Compliance Officer I 200 Lincoln Avenue   Salinas   CA 93901		BUSINESS ADDRESS	

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

**COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.**

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ Health and Welfare \$ Pension \$	
Subsistence and/or Travel Pay \$	Apprentice or Training Fees \$ Other \$	
Effective Date	Vacation \$ Health and Welfare \$ Pension \$	
Subsistence and/or Travel Pay \$	Apprentice or Training Fees \$ Other \$	
Effective Date	Vacation \$ Health and Welfare \$ Pension \$	
Subsistence and/or Travel Pay \$	Apprentice or Training Fees \$ Other \$	

***I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.***

NAME AND TITLE (Please Print)	
SIGNATURE	BUSINESS TELEPHONE NUMBER

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



# PAYROLL REPORTING FORM

CITY OF SALINAS

## PUBLIC WORKS PAYROLL REPORTING FORM

Page \_\_\_\_\_ of \_\_\_\_\_



NAME OF CONTRACTOR: OR SUBCONTRACTOR:			CONTRACTOR'S LICENSE NO.:			ADDRESS:																		
PAYROLL NO.:			FOR WEEK ENDING:			SELF-INSURED CERTIFICATE NO.:																		
						WORKERS' COMPENSATION POLICY NO.:																		
						PROJECT OR CONTRACT NO.:																		
						PROJECT AND LOCATION:																		
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK		CHECK NO.
			M	T	W	TH	F	S	S															
			DATE																					
			HOURS WORKED EACH DAY																					
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				
		S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS				

# LOCAL HIRING ADMINISTRATIVE MEMORANDUM 98-2

(Updated 07/20/98)

(Updated 03/01/03)

**EFFECTIVE DATE: June 19, 1998**

**SUBJECT:** GUIDELINES FOR IMPLEMENTATION OF  
LOCAL HIRING FOR PUBLIC WORKS  
(Responsible Department – Public Works)

## **PURPOSE:**

These administrative guidelines implement Salinas City Code Chapter 12, Article IV (the “Ordinance”). The terms used in these Administrative Guidelines shall be defined as in the Ordinance.

## **GENERAL POLICY and PROCEDURE:**

### **A. PERSONS SUBJECT TO GUIDELINES:**

These guidelines apply to all Contractors and Subcontractors who provide labor or materials for any Public Works Contract that is subject to competitive bidding requirements, unless prohibited by state or federal law.

### **B. LOCAL HIRING GOAL:**

The Contractor shall make a good faith effort to hire qualified individuals, including any Subcontractor’s work force, who are residents of the Monterey Bay area, so that no less than 50% of the Contractor’s total construction workforce, including any Subcontractor work force, measured in labor work hours, shall be comprised of Monterey Bay Area residents. The documentation required by these Guidelines is intended to show the Contractor’s, and Subcontractor’s, good faith efforts towards that goal.

### **C. PERSONS WHO ARE LOCAL HIRES:**

The local hiring goal applies to any “qualified individual” who is in a certified state or federally approved apprenticeship program in an applicable trade or has become a journeyman in his or her applicable trade with 5 years’ experience or more.” In order to be considered a “local hire” each qualified individual must either:

1. Reside in the Monterey Bay Area (Monterey, Santa Cruz, and San Benito Counties) prior to the advertisement of the competitive bid on the Public Works Contract, or,
2. Be hired through a local hiring hall that has jurisdiction over all or part of the Monterey Bay Area.

### **D. GOOD FAITH EFFORT:**

A good faith effort on the part of the Contractor or Subcontractor shall include a review of the current local hire requirements and existing staffing for compliance with the requirements. If they are not in

compliance, or need to do additional hiring for the project, the Contractor or Subcontractor shall, at a minimum, perform all of the following hiring and documentation efforts:

1. Advertise for qualified Monterey Bay Area residents in trade papers and newspapers that have a general circulation within the area;
2. Contact local recruitment sources to identify qualified individuals who are Monterey Bay Area residents (Public Works Administration shall maintain a List of Potential Local Hire Recruitment Sources in the Public Works office for review by any interested party. This list shall not be considered a complete record of all sources, but rather a catalogue of contacts that may provide referral numbers for assisting Contractors in meeting their local hiring obligations. The list shall be updated periodically.); and
3. Document and submit all efforts to meet the ordinance requirements on forms available in the Bid documents and at the Salinas Public Works Department.

#### **E. NOTICE TO SUBCONTRACTORS:**

The Contractor shall include in all Contracts with Subcontractors on City Public Works Contracts the language required by Salinas City Code Section 12-32 (6).

#### **F. REQUIRED DOCUMENTATION:**

The Contractor and/or Subcontractor shall complete all of the following documents and submit them within the time specified:

1. Statement Of Good Faith For Local Hire  
Every Contractor participating in a competitive Bid on a Public Works Contract shall include a completed and signed Statement of Good Faith for Local Hire form, which will be supplied in the Bid, documents. If at any time during the term of the Contract additional employees or Subcontractors are hired for the project, a revised Statement of Good Faith For Local Hire form shall be completed, signed, and submitted, including any additional employees or Subcontractors, with the weekly prevailing wage statement as required in the Plans and Specifications of the project for the week immediately following the addition of employees or Subcontractors.
2. Local Hiring Residency Compliance Form  
During the term of the Contract, a Local Hiring Residency Compliance Documentation form shall be completed, signed and submitted with each weekly prevailing wage statement as required in the Plans and Specifications of the project.

#### **G. TRACKING AND MONITORING:**

At the time of Bid opening, all documents and Contract language required in the Proposal and agreement shall be checked for compliance with this Article. Any Subcontractors listed in the Proposal shall also have their Contract submissions checked for the appropriate documentation and language at that time. The City employees opening the Bids shall also determine whether the names of any Contractors, Subcontractors, or Bidders have been disqualified by the City and are not authorized to perform City Contracts. If any Bidder or Subcontractor fails to comply with the good faith local hiring provisions required by the ordinance in its bid submissions prior to awards, the Bidder shall be declared to be a non-responsive Bidder by the City. (See Salinas City Code Section 12-33)

#### **H. ENFORCEMENT:**

If the inspector and/or Public Works Contract administrator for the project have cause to believe there have been violations to the Local Hiring Ordinance, or any other term of the Contract, there shall be an investigation of the issue. Should the investigation show that violations have occurred, a written Finding of Noncompliance can be presented to the Contractor and subsequently to the Council, along with a Declaration of Irresponsibility, asking the Council to support the findings and issue the Declaration. The Contractor shall be notified at least 10 calendar days prior to the Council meeting and has the right to appeal the findings to the Council. (See Salinas City Code Sections 12-34 through 12-37)

#### **I. CONFLICT:**

In the event of a conflict between the requirements of these Guidelines and the Local Hiring Ordinance, the terms of the ordinance shall prevail.

**CITY OF SALINAS  
ENGINEERING AND TRANSPORTATION DEPARTMENT**

**LOCAL HIRING RESIDENCY COMPLIANCE  
DOCUMENTATION**

In conformance with Article IV in Chapter 12 of the Salinas Municipal Code, each Contractor and Subcontractor shall complete and attach this **Local Hiring Residency Compliance Documentation** to each weekly prevailing wage statement as they are submitted to the City Engineer.

**Project Title:** \_\_\_\_\_ **Project No.** \_\_\_\_\_ **For The Pay Period Ending** \_\_\_\_\_

**Contractor (or Subcontractor ☐):** \_\_\_\_\_ **License No.** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

For each employee, complete residency compliance information by checking appropriate trade:

<b>Employee Name:</b>	<b>Classification/Trade:</b>	<b>** Resident of Monterey Bay Area.</b>
1.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
2.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
3.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
4.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
5.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
6.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>
7.	Journeyman, __ Apprentice, __ Other, __ Trade:	<b>Yes      No</b>

**\*\* Resident of Monterey Bay Area = Living in Monterey, Santa Cruz, San Benito Counties or hired through a local hiring hall with jurisdiction over the Monterey Bay Area.**

2. Calculate total weekly project local hiring percentage based on all labor work hours reported on prevailing wage statement: .....        %

3. **I certify that the information contained in this form is true and correct, to the best of my knowledge,** (Please sign all pages.) *(Submitted under penalty of perjury, Salinas City Code, Section 12-31)*

\_\_\_\_\_  
**Signature (signature in blue ink)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Please Print)**

\_\_\_\_\_  
**Title or Position (Please Print)**

Page \_\_\_\_\_ of \_\_\_\_\_

Revision Date March 2003

*This Form May Be Copied as Needed*

## PUBLIC WORKS DEPARTMENT BID PROTEST

### City of Salinas – Public Works Department

Bidder's attention is directed to the, "CITY OF SALINAS SPECIAL PROVISIONS SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS", Subsection 2-1.3.

Today's Date: \_\_\_\_\_

Project Title: \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Chapter 12-39. - Bid protests of the City Code provides: Any Contractor who has submitted a Bid but is not the apparent lowest responsible Bidder on a City Contract may file a protest. The Bid protest shall be filed with the City Clerk within **three working days** of the Bid opening. The City Council shall hear the Bid protest prior to adopting a resolution authorizing the Bid award and execution of the Contract. In cases where the Contract is not executed by the City pursuant to City Council resolution, the Bid protest shall be heard by the City Council prior to the time the City issues a Notice to Proceed or the appropriate City official executes the contract on behalf of the City. The protesting party may protest the Bid award for the City's or successful Bidder's failure to comply with the requirements of this article, the Bid documents, or any other applicable provision of this Code. The City Council shall sustain a Bid protest only if it finds evidence that award of the Bid would violate the Code or other applicable law. The decision of the Council shall be final.

The Contractor listed above wishes to protest one or more of the bid processes used to make the determination of the lowest responsible Bidder. The following is a statement that describes the circumstances and the issues under protest. (Additional sheet(s) can be attached as needed.)

Please be as specific as possible:

The following is a statement that clearly describes the remedy being recommended by the above Contractor (additional sheets can be attached as needed).

Please be as specific as possible:

**I certify that the information contained in this form is true and correct, to the best of my knowledge,**  
(Please include this statement on all pages with an authorized signature).

\_\_\_\_\_  
Signature (signature in blue ink)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title or Position (Please Print)

\_\_\_\_\_  
Date

Number of Pages (including those attached) \_\_\_\_\_

## CITY OF SALINAS NOTICE OF POTENTIAL CLAIM

### FOR CITY USE ONLY

DC-CEM-6201 (REV 7/00)

Received by \_\_\_\_\_ Date \_\_\_\_\_  
(For Resident Engineer)

TO \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_ DATE \_\_\_\_\_  
(Resident Engineer)

The particular circumstances of this potential claim are described in detail as follows:

The reasons for which I believe additional compensation may be due:

The nature of the costs involved, and the amount of the potential claim are described as follows:  
(If accurate cost figures are not available, provide an estimate, or describe the types of expenses involved)

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered unless resolved, shall be restated as a claim in response to the States proposed final estimate in accordance with Section 9-1.07B of the Standard Specifications.

\_\_\_\_\_  
SUBCONTRACTOR or CONTRACTOR  
(Circle One)

\_\_\_\_\_  
(Authorized Representative)

For subcontractor notice of potential claim

This notice of potential claim is acknowledged and forwarded by

\_\_\_\_\_  
PRIME CONTRACTOR

\_\_\_\_\_  
(Authorized Representative)

CEM-6201 (REV.

**PART D –  
SPECIAL PROVISIONS**



**CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

**NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN  
IMPROVEMENTS, PROJECT NO. 9362  
STATE PROJECT NO. HSIPL 5045(041)**

**SECTION 1 SPECIFICATIONS AND PLANS**

All work to be done under this Contract shall conform to the applicable requirements of the City of Salinas, Engineering and Transportation Department, Design Standards and Standard Specifications (Latest Edition), herein referred to as the Standard Specifications. The 2021 Revision of the California Manual of Uniform Traffic Control Devices (CA-MUTCD) relating to traffic control devices. The State Standard Specifications and Standard Plans, 2022 Edition (unless otherwise shown on the plans), herein referred to as State Standard Specifications, shall be used.

**In the event of conflict between the Specifications and these Special Provisions, the latter shall take precedence over and be used in lieu of such conflicting portions.** The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

All work shall be consistent with the requirements of the City of Salinas Grading Standards as well as meeting the latest “Storm Water Development Standards” for new and redevelopment projects, and the City’s NPDES Permit, which can be found on the City's website, <https://www.cityofsalinas.org/Your-Government/Find-a-Department/Public-Works/Development-Engineering>, or copies may be obtained at Development Engineering.

Wherever in the Special Provisions, Notice to Bidders, Proposal, Contract or other Contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

**State – California Department of Transportation**

**Public Works Department - City of Salinas**

**Director - City of Salinas**

**Division of Highways - City of Salinas**

**Engineer - City Engineer**

**Local Public Agency - City of Salinas**

**Owner - City of Salinas**

**SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.1 GENERAL**

The Bidder’s attention is directed to the provisions in Section 2, “Proposal Requirements and Conditions”, of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she shall observe in the preparations of the Proposal form and the submission of the Bid. The City reserves the right to award or withhold award of the project.

In addition to the Subcontractors required to be listed in conformance with the Provisions in Section 2-1.10,

“Subcontractor List”, of the State Standard Specifications , each Proposal shall have listed therein the portion of work that shall be done by each Subcontractor listed. A sheet for listing the Subcontractors is included in the Proposal.

The form of Bidder’s Bond mentioned in the last paragraph within the Provisions in Section 2, “Proposal Guaranty”, of the Standard Specifications shall be found following the signature page of the Proposal.

The Contractor, sub recipient, or Subcontractor shall not discriminate on the basis of a person's political or religious affiliation or belief, non-affiliation or non-belief, race, color, age, sex, sexual orientation, disability, marital, military status (past or present), and national origin in the performance of this Contract.

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate. Each Subcontract signed by the Bidder shall include this assurance.

## **2-1.2      EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK**

The Bidder shall examine carefully the site of work contemplated, the Plans and Specifications, and the Proposal and Contract Forms therefore. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Proposal, Plans, Specifications, and the Contract.

All questions about the meaning or intent of the Contract Documents shall be submitted to the City of Salinas through the project page on the Planet Bids website. Replies will be issued by Addenda electronically on-line through the PlanetBids Vendor Portal website and ONLY to Bidders who are registered Prospective Bidders for this project. **Questions received less than 9 calendar days prior to the date of the opening of bids will not be answered.** Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

The availability or use of information described within the Provisions in Section 2-1.01 is not to be construed in any way as a waiver of the Provisions of the first paragraph of the State Standard Specification in Section 2-1.01 of these Special Provisions, and the Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

No information derived from inspection of records of investigation or compilation thereof made by the City of Salinas or from the City Engineer, or his/her assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

No information derived from inspection of records of investigation or compilation thereof made by the City of Salinas or from the City Engineer, or his/her assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

### **2-1.3      QUALITY ASSURANCE**

The City of Salinas uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The contractor may examine the records and reports of tests the City of Salinas performs if they are available at the job site. Schedule work to allow time for QAP

### **2-1.4      BID PROTEST FEE**

Bid protests are limited to “Bidders” as defined in the Contract Documents. Any Bid protest must be submitted in writing to The City Clerk before 5 o’clock p.m. (as determined by the clock in the City Clerk’s Office) **within 3 working days** after Bid opening.

- (a) Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 P.M. within 3 working days following the date of the bid opening. If a bidder protests more than one bid, the bidder shall file a separate protest as to each bid being protested, complying with this section.
- (b) The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.
- (c) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to the bidder whose bid is being protested, as well as to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder or person to whom it was sent.
- (d) The protestor must have actually submitted a bid on the Project or have been specifically excluded from submitting a bid due to an action by the City. A subcontractor of a party submitting a bid on this Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- (e) The City Council shall hear the bid protest prior to adopting a resolution authorizing the bid award and execution of the contract. In cases where the contract is not executed by the City pursuant to City Council Resolution, the bid protest shall be heard by the City Council prior to the time the City issues a notice to proceed or the appropriate City official executes the contract on behalf of the City. The decision of the Council shall be final.
- (f) The protestor shall also submit a non-refundable fee of **\$1,000.00** per protest via certified check made payable to the City of Salinas to reimburse its costs in reviewing and investigating the bid protest. Any protest submitted without the fee shall be returned without further action by the City.
- (g) Any protest not complying with this section shall be returned without further action by the City.
- (h) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder’s sole and exclusive remedy in the event of bid protest. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or any legal proceedings.

## **SECTION 3 AWARD AND EXECUTION OF CONTRACT**

The Contractor’s attention is directed to the Provisions in Section 3, “Award and Execution of Contract”, of the Standard Specifications and Section 2 “Proposal Requirements and Conditions” of these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

**If the Agency awards the contract, the award is made to the lowest responsible bidder.** The City reserves the right to reject all proposals, depending on available funding.

The Contract shall be executed by the successful Bidder and shall be returned, together with the Contract bonds, to the Agency so that it is received within **15 working days**, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed Contract documents shall be delivered to the following address: City of Salinas, Attn: City Clerk, 200 Lincoln Avenue, Salinas CA 93901.

Certificates of Insurance shall be furnished by the Contractor and shall be returned with the signed Contract and Contract bonds within **15 calendar days** after receipt. The Notice to Proceed with the work **shall not** be issued by the City Engineer's office until all such documents are submitted.

The Contractor shall have **30 calendar days** immediately following award of Contract (not notice to proceed) to furnish materials submittals.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Contractor in regard to the work covered by the Proposal. To this end each Proposal shall be supported by the "Bidder's Statement of Financial Responsibility, Technical Ability, and Experience" on the form(s) found herein. Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the Bid. Additionally, the City of Salinas reserves the right to disqualify or refuse to consider a Proposal if a Bidder is in default for any of the following reasons:

- a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the documents requested.
- b) Uncompleted work, which in the judgment of the City Engineer, might hinder or prevent the prompt completion of additional work if awarded.
- c) Failure to comply with any regulation of the City of Salinas; and
- d) Default under previous Contracts.

If awarded, this Contract shall be awarded to the responsible Bidder submitting the lowest Bid who meets the financial and technical requirements. The City of Salinas reserves the right to withhold award of Bid for **90 calendar days** from the Bid opening date.

### **3-1.1 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations and the City's Federal Mandated Disadvantage Business Enterprise (DBE) Program.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in the Provisions in Section 7 1.02I(2), "Labor Nondiscrimination", of the State Standard Specifications, which is applicable to all nonexempt State Contracts and Subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and Subcontracts of **\$5,000 or more**.

Furthermore, the prime Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as recipient (i.e., the City of Salinas) deems appropriate.

### **3-1.2      WAGE DETERMINATION**

The higher wage rate, BASIC WAGE RATES (State Prevailing Wage rate) or Davis-Bacon Wage Rates, shall be applicable to this Contract.

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations (“DIR”) of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of the Director of the DIR are available on the website address <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> They shall apply to the Construction Contract and all Subcontractors thereunder.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and Subcontractors shall pay not less than the higher wage rate. The Department shall not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and Subcontractors, the Contractor and Subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question. The wage rates determined by the Director of DIR and published in the Department of Transportation publication entitled General Prevailing Wage Rates refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**The "Statement of Compliance" and "Payroll Report" shall be on forms furnished by the City. Reduced copies of the “Statement of Compliance” and “Payroll Report” forms are attached in Part “C” of these Specifications. No other forms shall be accepted.**

**Additionally, all contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission.**

### **3-1.3      DIR REGISTRATION**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

All Contractors (prime and subs) must possess and maintain such registration with DIR in order to be awarded and to perform work on public works project. The following is the link to DIR’s Contractor Registration searchable database: <https://cadir.my.salesforce-sites.com/ContractorSearch>.

### 3-1.4 SUBCONTRACTING

Per section 5-1.13 of the 2022 Caltrans Standard Specification, Prime contractor shall perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontractor shall have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Business & Professions Code section 700 et seq.).
2. Public Works contractor registration number with the Department of Industrial Relations.
3. City of Salinas business license.

### **SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES AND TEMPORARY SUSPENSION OF WORK**

The Contractor's attention is directed to the Provisions of Section 8, "Prosecution and Progress", Section 8-1.03, "Beginning of Work", Section 8-1.06, "Time of Completion", of the Standard Specifications and also (Section 8-1.10, "Liquidated Damages", of the State Standard Specifications) and the following Provisions:

The Contractor shall furnish the City Engineer with a statement from the vendor that the order for the electrical materials from the vendor required for this Contract has been received and accepted by said vendor and said statement shall be furnished within **10 calendar days** of receipt of approved submittals after the Notice to Proceed. Said statement shall give the date that the electrical materials shall be shipped. If the Contractor has the necessary materials on hand, he/she shall not be required to furnish said vendor's statement.

The Contractor shall begin work within **15 calendar days** after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **70 WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed (this does not include the allotted **30 calendar days** for material submittals, the ordering, and receiving of materials).

A working day shall be any day other than a legal holiday, Saturday, or Sunday or designated non-workday on which the normal working forces of the Contractor should proceed with regular work for at least **6 hours** toward completion of the Contract. **If the Contractor schedules work on designated non-work day(s) such as weekend or holidays, the Contractor shall reimburse the City of Salinas for inspection services rendered by the City of Salinas for said services during applicable non-working days unless the City requires the Contractor to work on a non-working day.**

The Contractor shall pay to the City of Salinas the sum of **\$1,000.00 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

Before work may begin, a pre-construction conference/virtual meeting shall be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference/virtual meeting shall include all major superintendents for the work and may include major Subcontractors.

The first paragraph within the Provisions in Section 8-1.03 of the State Standard Specifications is amended by adding the following:

The Contractor shall notify the City Engineer, in writing, of his/her intent to begin work at least **5 calendar days** in advance before work is begun for this project. The notice shall be delivered to

the office of the City Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

The first indented paragraph of the third paragraph within the Provisions in Section 8-1.03 of the State Standard Specifications is amended to read:

Notice in writing of the Contractor's intention to start work prior to approval, specifying the date on which he/she intends to start, shall be given to the City Engineer at least 5 calendar days in advance.

The Contractor shall immediately comply with written order of the City Engineer to suspend work wholly or in part in accordance with the Provisions in Section 8-1.06 of the State Standard Specifications and these Special Provisions.

## **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime Contractor or Subcontractor shall pay any Subcontractor not later than **7 calendar days** of receipt of each progress payment in accordance with the Provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The **7 calendar days** are applicable unless a longer period is agreed to in writing between the Contractor and the City Engineer. Any delay or postponement of payment over **30 calendar days** may take place only for good cause and with the City Engineer prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction, and other remedies of that Section. Federal law (49CFR26.29) require than any delay or postponement of payment over **30 calendar day** of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This Provision applies to both Contractors and Subcontractors.

## **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City of Salinas shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of Salinas, of the Contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or Subcontractor, shall return all monies withheld in retention from all Subcontractors within seven **7 calendar days** after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City of Salinas. Any delay or postponement of payment may take place only for good cause and with the City Engineer prior written approval. Any violation of this provision shall subject the violating prime Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE subcontractors.

# **SECTION 5 GENERAL**

## **SECTION 5-1 MISCELLANEOUS**

### **5-1.1 SOUND CONTROL REQUIREMENTS**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

#### **5-1.2      WORK TO BE DONE BY OTHERS**

Miscellaneous items of work not included under the various Proposal items and as shown on the Plans, "N.I.C." and/or "By Others", will be done by others and is not a part of this Contract.

No additional compensation will be afforded for scheduling or rescheduling of work to allow for the work by others. However, time extension will be granted if Contractor's overall progress is impeded by the work of others.

Work to be done by others shall include, but is not limited to the following:

1. Relocations and adjustments of utility company facilities shall be performed by various utility companies, if necessary and as required.

#### **5-1.3      DISCREPANCIES**

Should the Contractor at any time discover any discrepancy or mistake in a drawing or Specification, any variation between dimension on drawings and measurements at site, or any lack of dimensions or other information, he/she shall report at once to the Engineer for correction and shall not proceed with work affected thereby until such correction has been made.

#### **5-1.4      PERMITS AND LICENSES**

Attention is directed to Section 7-1.04, "Permits and Licenses", of the Standard Specifications, and these Special Provisions.

**The Contractor and approved Subcontractor shall obtain all necessary licenses (a valid City of Salinas business license), Building Permit from the City's Permit Center, City of Salinas Transportation Permit if necessary (including State Permit if applicable), and any other permits required for the project prior to beginning of construction.**

**All permit fees paid by the Contractor will not be reimbursed by the City of Salinas. The costs for any Underground Service Alert ("U.S.A.") shall be borne by the Contractor.**

Should the permit require specialty testing, payment for necessary materials, and specialty testing including testing results and reports are outside the scope of this Contract and shall be provided by the City of Salinas.

The costs for any retesting as a result of failed tests shall be borne by the Contractor and no additional compensation shall be allowed therefore. All testing labs shall be approved by the City Engineer prior to retesting.

The City of Salinas will provide the appropriate material testing for this project.

The Contractor shall comply with all requirements of the Division of Industrial Safety and the DIR.

#### **5-1.5      INCREASE OR DECREASE QUANTITY**

Delete Section 4-1.03B of the Standard Specifications in its entirety. **The City reserves the right to increase or decrease the quantity specified in the Proposal, as deemed necessary, by more than 25% and eliminate any item or work without the adjustment of Contract Unit Prices.**



#### **5-1.6 ITEMS NOT LISTED**

**Items of labor and materials which are not specifically listed in the Proposal and these Special Provisions as pay items, but which are shown and/or mentioned on the Plans or are required to be done to complete the overall project, shall be considered included in other pay items, and no additional compensation will be allowed therefore.**

#### **5-1.7 LEGAL RELATIONS AND RESPONSIBILITIES AND MAINTAINING TRAFFIC**

The Contractor's attention is directed to Section 7 of the Standard Specifications.

The Contractor's attention is directed to the Provisions in Section 7-1.01F, "Air Pollution Control", of the Standard Specifications. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water during all phases of construction including weekends, holidays, and any other times as directed by the City Engineer. The use of water or other materials that results in mud on the public streets shall not be permitted as a substitute for sweeping. The Contractor shall submit a contact phone number. The Contractor shall respond to dust control abatement requests within four (4) hours of receiving notification. Should the Contractor fail to respond to such notice, the City shall cause to have the abatement completed by any available construction team and deduct that cost from any funds due the Contractor. Payment for dust control abatement and sweeping shall be considered as included in the contract price paid for the various items of work involved and no additional compensation shall be allowed, therefore.

The Contractor's attention is directed to the Provisions in Section 7-1.01G, "Water Pollution", of the Standard Specifications. No mud, asphalt, concrete, or cement slurry resulting from saw cutting is allowed to drain into the City's catch basins. In compliance with the City's NPDES permit, for sites less than one-acre ground disturbance, the Contractor shall submit an Erosion & Sediment Control (ES&C) Plan for approval by the City Engineer. In compliance with the Clean Water Act (CWA) and the State's Construction General Permit (CGP) requirements, for sites (1) disturbing one acre or greater or (2) disturbing less than one acre but are part of a larger common plan of development, the Contractor shall enroll in the State's CGP. The Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP), including the filing of a "Notice of Intent" (NOI), to the State Water Resources Control Boards (SWRCB) via SMARTs and the City for review.

The SWPPP shall contain erosion and sediment control Best Management Practices (BMPs) for the Contractor's construction activities in accordance with the City's NPDES permit requirements. Construction activity subject to the State's permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Construction site erosion and sediment control BMPs must be in place prior to commencement of construction. Additionally, the project must have a WDID# assigned by the State prior to initiation of grading activities. The requirements of the State's CGP are intended to be implemented on a year-round basis, not just during rainy season (Oct 1 – Apr 30).

Payment for development and implementation of the SWPPP, as well as compliance with the City's NPDES Construction Site Management requirements shall be as included in the prices paid in Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

The Contractor shall comply with the requirements of CAL-OSHA, the applicable provisions of local, state, and federal regulations governing the project work.

For Traffic Maintenance, the Contractor's attention is directed to Section 7-1.08, "Public Convenience", Section 12-2.02, "Flagging Costs", and 7-1.09, "Public Safety", of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.09. Contractor shall provide delineators for traffic safety:

- A. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not expected to be taken,

the City may, after reasonable attempts to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor of his/her surety from liability.

- B. The Contractor shall notify the Police, Fire, Traffic, Monterey-Salinas Transit, Engineering Department of jurisdictional agencies involved, affected property owners and businesses, and news media (radio, TV, newspaper) at least **48 hours** in advance of any work that will delay traffic. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. He/she shall exercise special caution against dangerous conditions and shall provide, install and maintain temporary barricades and fencing as may be necessary to protect the public. All construction traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract. During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. During any day between 9:00 a.m. and 4:00 p.m., the Contractor may limit traffic to one lane in each direction with approved traffic control measures, unless otherwise directed by the City Engineer.

During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. Unless otherwise directed by the City Engineer, the Contractor shall maintain pedestrian and two-way vehicular traffic on the streets at all times. **Full closure of any streets will not be allowed unless approved by the City Engineer.** Traffic safety devices shall be in good repair at all times. Traffic safety devices in need of repair or paint shall be removed immediately from the project on order of the Project Inspector. Upon completion of work, the Contractor shall promptly remove all signs and warning devices.

- C. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked within six feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the roadway at 25-foot intervals to a point not less than 25 feet past the last vehicles or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) or C24 (CA) (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed as directed by the City Engineer.

All traffic cones used on the project shall conform to the requirements for fluorescent traffic cones in said Section 7-1.092. The top of fluorescent traffic cones used in the work during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code, shall be covered by a 7-inch flexible vinyl reflective cone sleeve. The provisions in Section 12-2.02, "Flagging Costs", of the Standard Specifications are amended to provide that the entire cost of furnishing all flagmen will be borne by the Contractor.

- D. Where work is to be performed on private properties (removal and construction of walks, driveway, etc.), the City Engineer will obtain written permission for right-of-entry from the respective owner prior to performing the work. No work shall be commenced by the Contractor until such permission has been granted and until notified by the City Engineer. The Contractor shall be responsible for any and all property damage and public liability resulting from his/her operation on said private properties.
- E. Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular and pedestrian access to all properties fronting City streets. The Resident City Engineer shall determine if temporary driveways will be necessary within the limits of work during construction. Traffic shall be maintained on one-half of the street at all times. The Contractor's special attention is directed to Section 10 of the Standard Specifications regarding dust control requirements. The Contractor shall abate dust

nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Cleanup expenses to the City at various job sites due to the Contractor's failure to comply with the provisions in the Standard Specifications and these Special Provisions will be charged to the Contractor. The use of water which may result in mud on public streets will not be permitted as substitute for sweeping or other materials. Payment for dust control shall be considered as included in the various pay items and no additional compensation shall be allowed, therefore.

- F. The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractor's expense.

Temporary ramps, backfill, or covers for incomplete trenching/backfill operations shall also be furnished by the Contractor at the end of each day's work for the protection of vehicular and pedestrian traffic.

The Contractor shall be responsible for any damage to the work which occurs before final acceptance. He/she is to securely cover all openings into the systems and protect all apparatus, equipment or appliance, both before and after being set in place, to prevent obstructions in the pipes and breakage, misuse or disfigurement of the apparatus, equipment or appliance. Contractor shall be responsible for damage to all existing utilities, whether or not they are indicated on the drawings.

- G. Contractor shall provide delineators for traffic safety until such time as all cat tracking has been performed. Cat tracking shall be completed within 8 hours of completed paving/resurfacing at the respective location and shall be maintained in a legible and traffic safety manner by the Contractor until final striping or pavement markings are in place.
- H. Payment - The cost of furnishing all flagmen and police officers, and maintaining traffic as described herein and under the provisions in Section 7-1.08, "Public Convenience", " 7-1.09, "Public Safety", and Section 12-2.02, "Flagging Costs", and for complying with the provisions of these Special Provisions shall be included in the various items of work listed in the proposal, and no additional compensation shall be allowed therefore.
- I. Protection of storm drain inlets and/or adjacent waterways shall be in place at all times during construction. Tracking of mud, sediment, concrete washout, trash or other construction-related materials or wastes are not allowed to be discharged in the public rights of way, on private streets, or into the City's storm drain system. Any such discharges shall be cleaned up at the end of the current work shift in which the discharge occurred, or at the end of the current workday, whichever comes first.
- J. Stockpiles shall be adequately covered to avoid contact with rainfall and prevent soil movement by water and/or wind. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated onsite. No release of hazardous substances such as oils, paints, thinners, fuels, concrete washout and other chemicals is allowed; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City public works staff.

#### **5-1.8      INSPECTIONS AND CONTROL OF WORK**

In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the City Engineer, the Contractor shall notify the City Engineer at least 48 hours in advance of the time such inspection and/or direction is required.

The Contractor's attention is directed to Section 5-1.08 of the Standard Specifications. In addition to the requirements of said section, the Contractor's representative shall notify the Engineer daily of the following day's proposed work schedule in order to plan for appropriate inspections. The Contractor's Representative shall also submit a daily Report of the day's construction activity for review and approval. The daily report shall contain the name, **classification and detailed task listing**, of all personnel and equipment, including all Subcontractors, at work that day.

All work and materials shall be subject to inspection at all times by representatives of the City Engineer.

Before starting work, the Prime Contractor shall assign a representative to:

1. Receive the City Inspector/Engineer's orders
2. Implement the City Inspector/Engineer's orders
3. Supervise the workers
4. Coordinate the Subcontractors' work

**Payment for submitting the Contractor's daily report and notification of the next day work schedule under this section shall be considered included in the various contract prices, and no additional compensation shall be allowed, therefore.**

#### **5-1.9 CLOSING OF UNINSPECTED WORK**

Contractor shall not allow nor cause any of his work to be covered or enclosed until it has been inspected and approved by the City Engineer. Should any of his work be enclosed or covered before such inspection and approval he shall uncover the work at his own expense and after inspection make all repairs necessary to restore his work to its original condition.

#### **5-1.10 COORDINATION AND COOPERATION**

The Contractor shall schedule operations to cooperate and work harmoniously with City forces, Utility Companies, affected property owners and tenants, other Contractors, and the City of Salinas during the execution of this Contract; coordinating all activities to prevent unnecessary conflicts, delays, and disruptions to the progress of the project. Scheduling of construction activities should be in conformance with Caltrans Construction Site BMP SS-1 ("Scheduling"), with every effort made to perform the Grading and Clearing and Grubbing operations during dry season (May 1 – Sept 30).

The construction progress schedule under Section 8-1.04 of the Standard Specifications is required of this Contract and such schedule shall show the coordination between the Contractor and utility companies to minimize delays to the overall progress of the work.

#### **5-1.11 OPEN AND/OR TRENCH EXCAVATIONS DEEPER THAN FOUR FEET BELOW THE SURFACE**

The Contractor shall promptly and before the following conditions are disturbed, notify the City Engineer in writing of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II or Class III disposal site in accordance with the existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Should the conditions materially differ or do involve hazardous waste, any additional work will be per Section 4-1.05 "Changes and Extra Work" of the State Standard Specifications.

Your attention is directed to Section 9-1.22 "Arbitration", of the State Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

#### **5-1.12     GRAFFITI**

The Contractor shall remove **all graffiti** from any equipment and/or structures (any type), new or existing within the limits of project within **24 hours** daily throughout the contract. The contractor **shall not** bring any equipment to the project site with graffiti on it.

Payment for graffiti removal, if required, shall be borne by the Contractor and no additional compensation shall be allowed, therefore.

#### **5-1.13     PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in accordance with the Provisions in Section 7 1.09, "Public Safety", of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations – Any excavation, the near edge of which is 12' or less from the edge of the lane, except:
  - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
  - b) Excavations less than 1' deep
  - c) Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in diameter
  - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction
  - e) Excavations in side slopes, where the slope is steeper than 4:1
  - f) Excavations protected by existing barrier or railing.
- 2) Temporarily Unprotected Permanent Obstacles – Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his/her convenience and with permission of the City Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete-in-place during the same day.
- 3) Storage Areas – Whenever material or equipment is stored within 12' of the lane and such storage is not otherwise prohibited by these Special Provisions. Chemicals or hazardous materials shall not be stored in these areas.

The approach end of temporary railing (Type K) installed in accordance with the requirements within the Provisions in this Section "Public Safety" and in Section 7-1.09, "Public Safety", of the Standard Specifications

shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the Provisions in Section 12-3.08, "Temporary Railing (Type K)", of the Standard Specifications. Temporary railing (Type K) shall conform to the details shown on the State Standard Plan No. T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to the 1988 State Standard Plan No. B11 30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

The fourteenth paragraph of the Provisions in Section 12-3.08, "Temporary Railing (Type K)", of the State Standard Specifications is amended to read:

*Each rail unit placed within 10' of a traffic lane shall have a reflector installed on top of the rail as directed by the City Engineer. A Type OM-3L or OM-3R marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. Type OM-3L or OM-3R marker panels shall conform to the Provisions in Section 82, "Markers and Delineators"; of the Standard Specifications except that the Contractor shall furnish the marker panels.*

Reflectors on temporary railing (Type K) shall conform to the Provisions in the State Standard Specifications.

Temporary crash cushion modules shall conform to the Provisions in the State Standard Specifications.

Except for installing, maintaining, and removing traffic control devices whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided for within these Special Provisions:

Approach speed of public traffic (posted limit) Miles Per Hour	Work Areas
Over 45	Within 6' of a traffic lane but not on a traffic lane
35 to 45	Within 3' of a traffic lane but not on a traffic lane

The lane closure Provisions of this Section shall not apply if permanent or temporary railing or barrier protects the work area.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10' without written approval from the City Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment **shall not** be moved nor positioned over public traffic or pedestrians.

#### **5-1.14      AREAS FOR CONTRACTOR'S USE**

The street right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor **shall not** occupy the right-of-way, or allow others to occupy the right-of-way, for purposes, which are not necessary to perform the required work.

### **SECTION 6 SAFETY AND HEALTH**

#### **6-1.1      CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

The Contractor certifies that he/she is experienced and qualified to anticipate and meet the safety and health requirements of this Project. For informational purposes only the Contractor shall submit to the City a copy of their Injury and Illness Prevention Program. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement will apply continuously **24 hours a day** every day until final acceptance of the Work and shall not be limited to normal working hours. The duties of the City, Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.

- A. **Safety Officer**: The Contractor shall designate a fully trained and responsible member of his organization at the site whose duty shall be prevention of hazards and accidents and who shall have the authority to direct work for the Contractor.
- B. **Safety Supervisor**: The Contractor shall designate Safety Supervisors for each work site. One Safety Supervisor may be the Safety Officer. The other Safety Supervisors shall work for the Safety Officer. Each shall be fully trained for the type of work being performed and shall have authority to direct the Contractor's work.

#### **6-1.2      SAFETY MEASURES**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall maintain copies of all documents mentioned or referenced in this Section readily available at the site until the work is completed. In the event the Contractor fails to observe any of the necessary safety provisions, the Owner may stop the work and direct the Contractor to comply with the applicable provisions, or may order the necessary work to be done by others. All impacts, both monetary and time-related, associated with stoppage of the work in order to comply with the City's directives pertaining to safety requirements, and all costs of having the necessary work done by others shall be borne by the Contractor.

#### **6-1.3      CONFINED SPACE SAFETY**

Work performed in or about wastewater (sewage) facilities, including but not limited to manholes, pipes, tanks, basins, and structures, carries with it the high potential for exposure of workers and other persons to hazardous conditions. The Contractor is required to be especially alert to these conditions. These conditions may include, but are not be limited to, exposure to hydrogen sulfide, carbon dioxide, methane, carbon monoxide and other gases; exposure to atmospheres containing insufficient oxygen to support human life; exposure to wastewater (sewage) which may contain bacteriological, chemical, and other constituents harmful to humans; working in conditions where engulfment or entrapment of personnel may occur (such as in trench excavation); and working in structures with uneven or slippery surfaces and with difficult and limited access. Many of these environments are classified as "confined spaces" in the Federal National Institute of Occupational Safety and Health (NIOSH) regulations and/or the State of California's General Industrial Safety Orders. The Contractor shall be fully familiar with, and shall strictly adhere to and comply with, the applicable sections of these documents pertaining to confined spaces. In the event of a conflict between applicable requirements, the more restrictive shall apply. Solely as an aid to the Contractor, and without assuming any liability for their completeness or for determining if they are the regulations that are currently in effect, the Owner has included excerpts from the State of California General Industry Safety Orders which the City believe are applicable to the Works. These excerpts consist of State of California,

Administrative Code, Title 8, General Industry Safety Orders, Articles 107 and 108 are found at the end of these Specifications (provided by the Owner).

#### **6-1.4 PERSONAL HYGIENE**

Persons involved in the work may be exposed to disease-producing organisms in wastewater (sewage). The Contractor shall require his/her personnel to observe proper hygienic precautions, including washing of hands and other exposed portions of the body with disinfecting soap and water before eating or smoking. Contractor shall provide Port-a-Potty for all workers at his/her expense, in compliance with all applicable laws and regulations. Proper trash management and secondary containment shall be implemented for portable chemical toilets.

#### **6-1.5 PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall conduct his/her work so as to insure the least possible obstruction to traffic and inconvenience to the general public in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City Engineer and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

#### **6-1.6 WARNINGS AND BARRICADES**

The Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, night lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guard rails shall be provided for bridges or walkways over or adjoining excavations, shafts and other openings and locations where injury may occur.

#### **6-1.7 FIRE PREVENTION**

- A. Fire Extinguishers and Hoses: The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding or other operations that may cause a fire are being performed.
- B. Flammable, Hazardous, or Toxic Materials: Solvents, gasoline, and other hazardous materials may be in the wastewater (sewage), and therefore, the work site may be hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to ensure his personnel observe proper safety precautions when working in these areas. Only a working supply of flammable, hazardous or toxic materials shall be permitted in or on any of the permanent structures and improvements and shall be removed there from at the end of each day's operations. The Contractor shall properly store flammable, hazardous or toxic materials and waste separate from the Work and stored materials for the Works in a manner that prevents contact with stormwater, spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping nor buried on the City's or other property. The Contractor shall maintain a current and up-to-date copy of all laws, ordinances, codes, rules, regulations and lawful orders of any regulatory authority having jurisdiction of control over flammable, hazardous or toxic materials and, at his/her expense, shall comply with said laws, ordinances, codes, rules, regulations and lawful orders.

#### **6-1.8 SAFETY HELMETS, CLOTHING AND EQUIPMENT**

The Contractor shall not permit any person for whom he/she is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment as required and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at the appropriate locations warning the public and persons engaged upon the Work of this requirement.



#### **6-1.9      HAZARDOUS AREAS**

The Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

#### **6-1.10      EMERGENCIES**

- A. Work During an Emergency: The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or, property and, in all cases, shall notify the City Engineer of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time by the Contractor on account of an emergency shall be applied for to the City.
- B. Representatives for Emergencies: The Contractor shall file with the Owner a written list giving names, addresses, and telephone numbers of at least two of his/her representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the Owner of all changes in the listing.

#### **6-1.11      SUBMITTALS**

Prior to receiving Notice to Proceed, the Contractor shall submit to the City Engineer the following:

- 1) Safety Best Management Practices Plan.
- 2) Safe Construction Operation Plan.
- 3) a copy of his/her Injury and Illness Prevention Program Manual.
- 4) a list of safety equipment he/she will maintain on site.
- 5) the name of his/her Safety Officer and Safety Supervisor(s) who will be responsible for maintaining safety at each work site.
- 6) a description of any job-specific measures he/she will be using which are not contained in his/her manual.
- 7) Proof of current safety training for all individuals who will be working on the site.

The City shall not review these materials but shall maintain these materials for record purposes.

#### **6-1.12      IMPLEMENTATION**

It is the Contractor's responsibility to follow his/her own safety program and provide one or more designated Safety Supervisor(s) at each work site.

#### **6-1.13      PAYMENT**

No separate payment will be made for maintaining safety and health and it shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

## **SECTION 7 DISPOSAL**

### **7-1.1 DISPOSAL OF MATERIAL OUTSIDE THE RIGHT OF WAY**

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses, and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

When any material is to be disposed of outside the highway right of way, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the contract and it is expressly understood and agreed that the City assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

In those instances, in which the City has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 7-1.01 concerning the documents.

- The bidder or Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.
- Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

- (1) Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or

(2) Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of any and all obligations under the City's arrangement with the owner.

- If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.
- If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.
- Before acceptance of the contract, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.
- Full compensation for all costs involved in disposing of materials as specified in this Section 7-1.01, including all costs of hauling, shall be considered as included in the price paid for the various contract items of work and no additional compensation will be allowed therefor.

## **SECTION 8 MATERIALS**

### **SECTION 8-1 MISCELLANEOUS**

#### **8-1.1 GENERAL**

Attention is directed to the Provisions in Section 6, "Control of Materials", of the State Standard Specifications and these Special Provisions.

All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein. **Contractor shall provide a schedule of value for all lump sum items of work as listed in the Proposal. The schedule of values shall be submitted to the City Engineer for approval within 15 calendar days after the Contract has been approved. The schedule of values shall be used for any addition and/or deletion to that particular item of work.**

#### **8-1.2 RELATIVE COMPACTION/MATERIAL TESTING**

Wherever relative compaction is specified to be determined by Test Method No. Calif. 216 or Test Method No. Calif. 312, the relative compaction shall be determined by Test Method No. 231 in accordance within the Provisions in Section 6-2 of the State Standard Specifications and the **City of Salinas Quality Assurance Plan**.

All tests and frequency of tests shall be in accordance with the **City of Salinas Quality Assurance Plan**. Your attention is directed to the Provisions in Section 5-1.4, "**PERMITS AND LICENSE**", concerning special testing.

#### **8-1.3 SUBSTITUTIONS**

Reference in these Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number is to be interpreted only as establishing a standard of quality, and not to be construed as limiting competition. In such cases, the Contractor may, at his/her option, use any article, device, product, material, fixture, form, or type of construction equal to that specified. The City Engineer is the final judge of acceptability of proposed substitute and the Contractor proposing substitution shall furnish, at his/her expense, any data, samples, test, etc., as required by the City Engineer to determine quality of the proposed substitutions.

In addition, all proposed substitutions **shall** be:

1. Submitted within **35 calendar days** following award of the Contract as approved by City Council;
2. Proven to the City Engineer to be equal or superior to the specified item in all respects; and
3. Accompanied by shop drawings and/or complete descriptive information.

All dimensional or functional changes, or changes to other work which is required by, or are a result of, an acceptable substitution shall be the sole and complete responsibility of the Contractor and shall be made at no additional cost to the City of Salinas.

The Contractor shall make no substitutions of materials or equipment without written approval of the City Engineer.

## **SECTION 9 DESCRIPTION OF PROJECT**

The work within Base Bid, in general, shall include furnishing all labor, materials, tools, equipment, and incidentals required for construction in accordance with the Plans and these Specifications for the work herein, for the NORTH MAIN STREET AND LAMAR STREET PROJECT NO. 9362 STATE PROJECT NO. HSIPL 5045(041) and is fully described as follows:

In general, the work shall include, but is not limited to the removal and salvage of existing rectangular rapid flashing beacon system, removal and disposal of existing pole and foundation, removal and salvage of existing street name signs, removal and disposal of electrical meter, installation of Type 27-4-100 and Type 26-4-100 pole and foundation, installation of new overhead rectangular rapid flashing beacon system, installation of new street name signs, installation of minor striping; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Such other items or details, not mentioned above, that are required by the Plans, the City of Salinas Standard Specifications, or these Special Provision, shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed, therefore.**

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement shall be made only on the basis of the Contract items of work listed in the Proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Special Provisions and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefore shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

## **SECTION 10 CONSTRUCTION DETAILS**

### **SECTION 10-1 GENERAL**

#### **10-1.1 ORDER OF WORK**

Order of work shall conform to the Provisions in these Special Provisions.

All work under this project shall be scheduled, coordinated, and executed as necessary to permit construction to be completed within the constraints of the project. The Contractor and utility companies shall coordinate and schedule their operations to minimize disruptions or delays. The utility company's Contractors shall perform their utility work prior to overlay, new road section, rough grading, clearing, and grubbing and the installation of new concrete sidewalks and or ADA compliant pedestrian access ramps.

All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities constructed under this Project. The Contractor shall not begin work until all electrical equipment/materials are on hand, unless approved otherwise by the City Engineer.

The Contractor shall submit a Traffic Control Plan of his/her proposed construction operation together with a diagram indicating his/her layout for traffic control. This Plan shall be subject to the approval of the City Engineer and shall be submitted at least **10 calendar days** prior to the beginning of any construction and/or any work. No work shall begin until the City Engineer or his/her designee has approved the Traffic Control Plan.

The Plan shall show the type of location of advanced warning signs for construction phasing, construction, scheduling, details, lane closures and other items deemed necessary by the City Engineer and shall be in accordance with the Provisions in Section 5-1.7, "Legal Relations, Responsibilities, and Maintaining Traffic", of these Special Provisions.

Lane closures shall conform to the Provisions in Section "Legal Relations and Responsibilities and Maintaining Traffic", and "Closure Requirements and Conditions" of these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, within a single traffic control system.

#### **10-1.2      LEGAL**

The Contractor's attention is directed to Section 7 of the State Standard Specifications.

The Contractor shall exercise special caution against dangerous conditions and provide temporary barricades and fencing as may be necessary to protect the public. During construction within the area of work, barricades, signs, lights, flashers, and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic.

The Contractor's special attention is directed to Section 10 of the State Standard Specifications regarding dust control requirements. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Payment for dust control shall be considered as included in the price paid for all items listed in the Proposal and no additional compensation shall be made.

The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractor's expense.

The Contractor is to be responsible for any damage to the work which occurs before final acceptance. He/she is to securely cover all openings into the systems and protect all apparatus, equipment and appliances, both before and after being set in place, to prevent obstructions in the pipes and breakage, misuse or disfigurement of the apparatus, equipment or appliance.

Temporary ramps, backfill, or covers for incomplete trenching/backfill operations shall also be furnished by the Contractor at the end of each day's work for the protection of vehicular and pedestrian traffic.

Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular and pedestrian access to all properties fronting on City of Salinas streets. **Two-way traffic shall be maintained at all times, or an exception may be approved by the City Engineer.** Full closure of any streets will not be allowed unless approved by the City Engineer.

### **10-1.3      INSPECTION AND CONTROL OF WORK**

The Contractor's attention is directed to the Provisions in Section 5 of the Standard Specifications and the Provisions in Section 5-1.8 of these Special Provisions.

### **10-1.4      FINAL INSPECTION AND CLEANUP**

At the completion of the work, a final inspection will be made by the City Engineer. The Contractor will be responsible for final cleanup of the project area in accordance of the Provisions with Section 4-1.13 of the State Standard Specifications.

Failure of the Contractor to comply with the City Engineer's clean up orders may result in an order to suspend the work until the condition is corrected. **No additional compensation shall be allowed therefore as a result of such suspension.**

### **10-1.5      WORKMANSHIP**

All work performed under this Contract shall be of the highest quality of the trade and the Contractor shall employ only workers who are skilled and thoroughly familiar with the type of improvements proposed.

### **10-1.6      CONSTRUCTION SCHEDULE**

The Contractor is responsible for preparing, amending, implementing, and complying with a construction schedule and phasing plan for all work on this project. The initial schedule shall be submitted at the time of the pre-construction meeting. The schedule shall be amended as necessary if progress varies significantly from the schedule and at a minimum, every week. The Contractor shall submit a detailed construction phasing, work plan, and schedule to the City Engineer **for approval** at least **10 calendar days** prior to

### **10-1.7      BEGINNING CONSTRUCTION OF ANY WORK PROGRESS SCHEDULE**

A progress schedule shall be prepared by the Contractor for this Contract and shall conform to the Provisions in Section 8-1.04 "Progress Schedule" of the Standard Specifications and shall be delivered to the City Engineer at the pre-construction meeting. **No work shall begin until the Progress Schedule has been approved by the City Engineer.**

Such progress schedule (bar chart type or other) shall show coordination of major portions of the work including utility relocations/adjustments and other related work by others.

The Contractor shall schedule operations in cooperation with other Contractors and the utility companies to avoid unnecessary conflicts, delays, and disruptions to the progress of this project. Attention should be given to scheduling of all land disturbance activities in dry season (May 1 – Sept 30).

This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Certificate of Compliance.

### **10-1.7A    DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Engineer or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

#### **10-1.7B SUBMITTALS**

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for approval.
- B. Preliminary Network Diagram: Submit two copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule
- D. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days. Contractor shall submit an updated monthly CPM schedule for the duration of the project.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

#### **10-1.7C COORDINATION**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### **10-1.7D PROGRESS MEETINGS**

In addition to the pre-construction meeting, conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Engineer and contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    1. Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Sequence of operations.
    - 2) Status of submittals.
    - 3) Deliveries.
    - 4) Utility Coordination.
    - 5) Site utilization.
    - 6) Temporary facilities and controls.
    - 7) Work hours.
    - 8) Hazards and risks.
    - 9) Progress cleaning.



- 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
2. Minutes: Record the meeting minutes.
  3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## **10-1.7E PRODUCTS**

### **SUBMITTALS SCHEDULE**

**PREPARATION:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

- a. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
- b. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### **CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

**TIME FRAME:** Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

**ACTIVITIES:** Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than Thirty days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.

**CONSTRAINTS:** Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Engineer: Include a separate activity for each portion of the Work performed by Engineer.
3. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
4. Work Stages: Indicate important stages of construction for each major portion of the Work.

**MILESTONES:** Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

**CONTRACT MODIFICATIONS:** For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.

#### **CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)**

**GANTT-CHART SCHEDULE:** Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

**PREPARATION:** Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

#### **10-1.7F EXECUTION**

## CONTRACTOR'S CONSTRUCTION SCHEDULE

**CONTRACTOR'S CONSTRUCTION SCHEDULE UPDATING:** At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

**DISTRIBUTION:** Distribute copies of approved schedule to Engineer, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

### **10-1.8      OBSTRUCTIONS**

Attention is directed to the Provisions in Section 8-1.10, "Utility and Non-Highway Facilities" and Section 15, "Existing Highway Facilities", of the Standard Specifications and these Special Provisions.

### **10-1.9      UTILITY DETERMINATION**

Prior to any excavation or digging, the Contractor shall coordinate with the utility companies to locate and mark all utility mains and service laterals, including depth within the project area. Contractor shall make full determination of all underground utilities in order to prevent damage or disruption to the existing services during construction. The Contractor shall contact the **Underground Service Alert ("U.S.A.")**, telephone number **811**, **48 hours in advance before performing any trenching or excavation work.**

**Contractor shall adhere to all U.S.A.-North rules and regulations. Contractor shall be responsible for protecting all utility facilities (MH lids, water valves, gas valves, etc.).**

The Contractor is hereby notified that some utility conflicts, if any, may exist at the start of construction. The Contractor shall be prepared to schedule his/her work around these conflicts. The utility companies have been advised to work in close cooperation with the Contractor. While the Contractor shall be granted time extensions without penalty for utility delays if such delays impede his/her overall progress, no extra payment will be made for utility delays, except as provided in these Special Provisions. Such time extensions will furnish evidence that his/her overall progress is being delayed. Minor reassignment of work forces or equipment which may be in conflict with utility's work shall not be construed as delay in the Contractor's progress.

Utility company's work, if any, shall be done concurrently with this project and shall include work within the street right-of-way. The Contractor shall schedule and coordinate his/her installations with the utility companies to avoid any conflicts which may impede the overall progress of the project. All removals, installations, and relocations of conflicting underground and above ground utilities shall be executed by the respective utility companies at their expense.

The utilities shown on the Plans are for reference only and are based on utility company records. Known conflicts have been investigated and approximate cover indicated on Plans, if any. The Contractor shall prosecute the work exercising reasonable care not to damage any such facilities. **If the Contractor, while performing the work,**

**discovers facilities not identified on the Plans, he/she shall immediately notify the utility company and the City Engineer in writing within 72 hours.**

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions to be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas pipelines, underground telephone, cable TV and electric supply system conductors or cables either directly buried or in duct or conduit. The Contractor shall notify the City Engineer at least 24 hours prior to performing any work in the vicinity of such facilities.

Repair of pipes due to accidental or convenience removals (including equipment conflicts) shall be at the expense of the Contractor and no additional compensation will be allowed.

#### **10-1.10 COORDINATION AND COOPERATION WITH UTILITY COMPANIES AND OTHER CONTRACTORS**

The Contractor shall be required to cooperate and work harmoniously with the public utility companies, other Contractors, affected property owners, tenants, and the City of Salinas during the execution of this Contract.

Prior to any work, the Contractor shall submit a schedule for his/her work reflecting coordination with other Contractors, if any, and utility companies. All work shall be coordinated to minimize delays to the overall progress of the work.

#### **10-1.11 UNDERGROUND OBSTRUCTIONS**

Other than utility work, the removal and relocation of all underground obstructions, including but not limited to sprinkler systems, water mains, or electrical conduits shall also be the responsibility of the Contractor and shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

Repair of pipes, electrical conduits, and other appurtenances due to accidental or convenience removals shall be at the expense of the Contractor and no additional compensation shall be allowed therefore.

Traffic signal, vehicle detector loops, street lighting, or equipment damaged during construction shall be completely replaced by the Contractor or a Subcontractor specializing in traffic signal and street lighting construction. If the damaged or removed curb and gutter or sidewalk is in a pedestrian crosswalk area, the Contractor shall construct an ADA pedestrian access ramp for the handicapped as part of the restoration required by this subsection, unless otherwise approved by the jurisdictional agency through the City Engineer. At an intersection, the crosswalk area shall be considered to include, but not necessarily be limited to, the entire curb return area. If the damaged or removed curb and gutter is in an area where no sidewalk exists, the ADA pedestrian access ramp shall not be required. The ADA pedestrian access ramp shall be constructed in accordance with the notes and details shown on the Plans, or, on the absence thereof, the requirements of the jurisdictional agency as furnished by the City Engineer. In the event field conditions necessitate a change of Plan which requires the removal of curb and gutter or sidewalk not previously requiring removal within pedestrian crosswalk areas as described above, the Contractor shall construct a ADA pedestrian access ramp, and payment therefore shall be made under the Provisions of Section 4-1.05, "Changes and Extra Work" of the State Standard Specifications. The ADA pedestrian access ramp shall be constructed in accordance with City of Salinas Details provided by the City Engineer.

#### **10-1.12 EXAMINATION OF SITE**

Before submitting a Bid, each Bidder shall carefully examine the Plans and Specifications relating hereto. He/she shall also visit the site of the proposed work and shall fully inform himself/herself as to all the existing conditions relating to the construction and related labor so that he/she may fully understand the facilities, difficulties, restrictions attendant on the execution of the work, limitations applying to the work, and he/she shall estimate and

include in his/her Bid a sum sufficient to cover the cost of all items which are required to attain the completed conditions contemplated in the project.

#### **10-1.13 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR**

##### **SHOP DRAWING**

The Contractor shall review, stamp, and sign with his/her approval and submit, with promptness and in orderly sequence so as to cause no delay in the work or in the work of any Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the City Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the City Engineer may require. At the time of submission, the Contractor shall especially inform the City Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents (the mere inclusion of the information is not sufficient notice).

Shop drawings, including manufacturer's literature, catalog cuts, or other printed material shall be entitled with the name of the product on each sheet and shall otherwise be identified by listing the particular Division, Section Article or reference of the work pertaining thereto. Differing items shall not be submitted on the same sheet.

For all shop drawings, submit one reproducible copy with one print of each drawing, rolled in a mailing tube and fully protected for shipment. Provide a clear space of sufficient size for stamping and comments on each shop drawing. For the purpose of these Specifications, a reproducible copy shall mean the original tracing or a legible, double-coated reproducible sepia print, positive side up.

The City Engineer shall annotate and stamp the reproducible and shall forward same to the Contractor's printer, who shall make and return three prints plus the original tracing to the City Engineer. Additional prints required by the Contractor shall be forwarded to the Contractor. The cost of printing and mailing are the responsibility of the Contractor and no additional compensation shall be allowed, therefore.

Unless otherwise specified, for standard manufactured items, submit six copies of manufacture's catalog or data sheets for each submission, showing illustrations of the item to be furnished, scaled details, sized, dimensions, performance characteristics, wiring diagrams, controls and other pertinent information. Two copies of a submission shall be returned to the Contractor approved by the City Engineer as noted on the documents. The City Engineer will retain one copy and the remaining copies will be distributed to the City Inspector.

The foregoing procedure does not preclude informal reviews of shop drawings prepared by the fabricator for reinforcing steel, miscellaneous iron, structural steel, by the Structural Engineer or for mechanical and electrical components by the Mechanical and Electrical Engineer. No distribution of shop drawings and setting drawings, except as noted, shall be permitted.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he/she has determined and verified all field measurements, field construction criteria, materials, catalog number and similar data, or shall do so, and that he/she has checked and coordinated each shop drawing and sample with the requirements of the work and the Contract Documents.

Allow two weeks minimum for review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow one week for reprocessing each submittal.

No extension of Contract time will be authorized because of failure to transmit submittals sufficiently in advance of the work to permit processing.

The City Engineer shall review and approve any shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The City Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the City Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the correction requested by the City Engineer on previous submissions. Corrected shop drawings shall be resubmitted in the same manner as called for above.

The City Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the City Engineer in writing of such deviation at the time of the submission, and the City Engineer has given written approval to the specified deviation; nor shall the City Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing submission, including ordering of materials, shall be commenced until the submission has been approved by the City Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples. Any work placed without submittals being made shall be replaced by Contractor at his/her own expense, if directed by the City Engineer. Whenever work is specified to conform to approved samples on file in the office of the City Engineer, conformance shall be required in all respects and the City Engineer's decision in respect to such conformity shall be final.

Where Specifications require manufacturer's printed installation directions, submit duplicate copies of such directions for approval.

## **RECORD DRAWINGS**

The Contractor shall provide and maintain an up-to-date complete "**RECORD DRAWING**" record on a separate set of construction Plans which shall show every change from the original drawings and Specifications. Prints for this purpose may be obtained from the City Engineer. This set of drawings is to be kept on the site and to be used only as a record set.

These Plans shall also serve as work progress sheets, and the Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and to be kept in a location designated by the City Engineer.

At the project pre-construction meeting, the City Engineer shall furnish **two sets** of the Plans and Specifications to the Contractor and **an additional set** for each of the listed Subcontractors. If additional sets are requested, the Contractor will be **charged for any extra sets** requiring reproduction and binding at the rate specified in the Notice to Bidders.

On or before the date of final inspection, the Contractor shall deliver the corrected and completed "**RECORD DRAWING**" to the City Engineer. Contractor shall furnish in duplicate two binders of all manufacturers' literature brochures, manuals, parts list, instructions, etc., for all electrical and mechanical equipment as required to be furnished and installed by the Contractor. Submissions of this literature in a haphazard method will not be acceptable. **Failure to submit "RECORD DRAWING" shall be cause to withhold final payment and not accept the project.**

Record Plans are required and may be recorded and submitted via readily electronic media such as CD, DVD or USB memory.

The "**Record Drawing**" shall be accurate and up-to-date with approval of the City Engineer before each progress payment shall be made.

### **10-1.14    WATERING**

Watering, if any, shall conform to the provisions in Section 17, "Watering" of the Standard Specifications, except that full compensation for developing water supply shall be considered as included in the prices paid for the various Contract items of work involving the use of water and no separate payment will be made. Where applicable, City of Salinas Code Chapter 36A Water Conservation will take priority.

#### **10-1.15     CONSTRUCTION EASEMENTS**

Any work to be done on private properties or requiring access through private properties **shall not** be done until the City has acquired easements or right-of-entry from the property owner. Prior to starting such work, the Contractor shall verify with the City Engineer that such authority has been granted.

The Contractor will confine his/her operations within the limitations of construction easements or limits as shown on the drawings. If the Contractor's operations result in damage to plantings or any other privately-owned facility outside the limitations of the construction easements or public right-of-way, the Contractor shall, at his/her expense, repair such damage or indemnify the owner of the damaged property.

If the Contractor negotiates with property owner for use of land for construction operations outside the limits of the construction easements, he/she shall do so at his/her own risk and the City of Salinas shall assume no liability for such use of private property. All agreements between the Contractor and private property owner shall be in writing. The Contractor shall commence no work outside the construction easements until copies of such agreements are furnished to the City Engineer. The City may have staging areas available for use with a written agreement. The contractor shall notify the City Engineer upon receipt of the Notice of Award if he/she would like a list of possible available City owned sites.

#### **10-1.16     CONSTRUCTION SURVEYS AND STAKING**

All field construction surveying required for accurate location of the various items of work on the contract shall be furnished by the Contractor.

Prior to beginning construction operations in the field, the Contractor shall tie out all such project control monuments for use in reconstructing project control monuments lost or disturbed during construction.

Survey notes of control ties shall be submitted to the Engineer prior to starting construction operations in the field. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall, at all times, protect-in-place all survey monuments during the course of construction. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed or destroyed.

Prior to the start of construction operations, Contractor's Land Surveyor shall independently verify/determine any and all survey monuments that may or will be disturbed or destroyed by the Contractor's activities. In accordance with Business and Professions Code Section 8771, Contractor's Land Surveyor shall file Corner Records and/or Record(s) of Survey, as directed by the City Engineer, prior to such disturbance or destruction and upon re-establishment of survey monuments so disturbed or destroyed.

The Contractor shall notify the Engineer, in writing, 24 hours in advance of any construction staking. The Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

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

Payment for construction surveys and staking shall include all labor, materials, tools, equipment, and other appurtenances required for a complete-in-place mobilization as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract Lump sum unit price paid for "Construction Staking" as listed in the Proposal and no additional compensation shall be allowed, therefore.

#### **10-1.17     ARBITRATION**

Your attention is directed to Section 9-1.22 "Arbitration," of the State Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

The last paragraph in Section 9-1.22, "Arbitration", of the State Standard Specifications is amended to read:

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 180 calendar days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).

#### **10-1.18     NOTICE OF POTENTIAL CLAIM**

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City Engineer due written notice of potential claim as hereinafter specified. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest Provisions in Section 4-1.03, "Changes", or Section 8-1.06, "Time of Completion", or the notice Provisions in Section 8-1.10, "Utility and Non-Highway Facilities", of the Standard Specifications or Section 4-1.06, "Differing Site Conditions", or Section 8-1.10, "Liquidated Damages", of the State Standard Specifications, nor to any claim which is based on difference in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall be submitted to the City Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City Engineer, or in all other cases within 15 calendar days after the happening of the event, things, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract are brought to the attention of the City Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying.

**Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by owner, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.**

#### **10-1.19     CLAIMS**

Submission of a claim, properly certified with all required supporting documentation, and written rejection or denial of all or part of the claim by the City Engineer, is a condition precedent to any action, proceeding, litigation, suitor demand for arbitration by Contractor. The Contractor's attention is directed to Section 9-1.07B "Final Payment and Claims" of the Standard Specifications.



Payment for graffiti, if required, shall be borne by the Contractor, and no additional compensation shall be allowed, therefore.

## **10-1.20 PUBLIC CONTRACTS CODE 9204 PUBLIC WORKS PROJECT**

### **Contract Dispute Procedures**

Sections 9204(e) and (g) of the California Public Contract Code (“PCC”) provides that the text or a summary of PCC 9204, effective January 1, 2017, shall be included in the plans and specifications for any public works projects that may give rise to a claim under this section and that Section 9204 applies to contracts for public works projects entered into on or after January 1, 2017. In accordance therewith, City of Salinas hereby provides notice and includes the statutory text:

**(a)** The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

**(b)** Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

**(c)** For purposes of this section:

**(1)** “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**(A)** A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

**(B)** Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

**(C)** Payment of an amount that is disputed by the public entity.

**(2)** “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of [Division 3 of the Business and Professions Code](#) who has entered into a direct contract with a public entity for a public works project.

**(3)**

**(A)** “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

**(B)** “Public entity” shall not include the following:

**(i)** The Department of Water Resources as to any project under the jurisdiction of that department.

**(ii)** The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000\) of Title 7 of Part 3 of the Penal Code](#).

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000\) of Division 3 of the Business and Professions Code](#) who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion

that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and

procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

#### 10-1.21 **PROTECTION OF SITE AND PUBLIC SAFETY**

The Contractor shall take all necessary precautions to prevent damage to the adjacent fencing, roadway, buildings, and other existing improvements, etc., during the progress of his/her work and shall be required to make any repairs resulting from his/her negligence and no additional compensation shall be allowed therefore.

Attention is directed to the Provisions in Section 7-1.08, "Public Convenience" and 7-1.09, "Public Safety", of the Standard Specifications and these Special Provisions. Safe and adequate pedestrian zones and crossing of work shall be maintained at all times unless otherwise approved by the City Engineer.

#### 10-1.22 **TRAFFIC CONTROL**

##### **GENERAL**

All work shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD), and Part 6 of the California DOT MUTCD Supplement. Contractor shall maintain two-way traffic at all times, unless flagless are provided to control traffic.

Contractor shall provide all signs, barricades, markers, striping, delineators, lights and flagmen as required by the City Engineer.

Attention is directed to the MUTCD. A current copy of the MUTCD is available for free download from the Federal Highway Administration via their web site <http://mutcd.fhwa.dot.gov/>. The California DOT MUTCD Supplement is also available for free download via the California DOT website <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/supplement.htm>.

Contractor shall submit Area Sign Plan and Traffic Control Plan in accordance with Part 6 of the current MUTCD, and Part 6 of the California DOT MUTCD Supplement, these Specifications and these Special Provisions. **The Sign Plan and Traffic Control Plan shall be approved by the City Engineer prior to start of Construction.**

All work shall be in accordance with the Provisions in Section 12, "Construction Area Traffic Control Devices"; Section 7-1.08, "Public Convenience"; Section 7-1.09, "Public Safety"; and Section 4-1.04, "Detours", of the Standard Specifications, the Provisions in Chapter 5, "Traffic Controls for Highway Construction", of the Caltrans Traffic Manual. Contractor shall maintain two-way traffic at all times, unless flagman is provided to control traffic.

The Contractor's attention is directed to the Provisions in Section 7-1.08, "Public Convenience", of the Standard Specifications. The Contractor shall provide all signs, barricades, markers, striping, delineators, lights, and flagmen as required by the City Engineer.

The Contractor's attention is directed to the Provisions in Section 7-1.09, "Public Safety", of the Standard Specifications. The Contractor shall provide and install all necessary signs, fences, temporary K railings, barricades, lights, and other devices and take such other protective measures to prevent accidents or damage or injury to the public.

The Contractor's attention is directed to the Provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications. All signs, lights, barricades, delineators, and other devices used for detouring and

traffic control shall conform to the requirements within the Provisions in Section 12-3, “Temporary Traffic Control Devices”, of the State Standard Specifications.

The Contractor shall submit an Area Sign Plan and Detour Plan per the State Standard Plans and these Special Provisions, and City of Salinas “Channelization Devices Detail” and “Typical Lane Closure Detail”. The Contractor shall submit a Traffic Control Plan/**Detour Plan(s) for approval by the City engineer, prior to the beginning of construction.**

**Full closure of any streets will not be allowed unless approved by the City Engineer.** All streets listed in this Contract shall be resurfaced on half street portions to provide access to thru traffic. No lane closures shall be allowed without an approved Access Plan showing barricading, signing, and necessary detour signing in accordance with the latest MUTCD. Arterial streets **shall not** be impacted Monday thru Friday; 7:00-9:00 a.m. and 4:00-6:00 p.m.

At least **10 calendar days** prior to the beginning of work, the Contractor shall notify all affected property owners, residents, businesses, local authorities (City of Salinas Police and Fire Departments), City of Salinas, Republic Services (garbage company), MST (Monterey-Salinas Transit), effected school districts, and agencies by a written notice in English and Spanish, refer to Sample Detail A within Part F of these Special Provisions for the approved written notice. **This written notice shall be supplied and paid for by the Contractor.**

**Failure by the Contractor to properly and timely notify all local authorities, news media, Republic Services (garbage company), MST (Monterey-Salinas Transit), property owners, residents, and businesses, shall require the City to withhold payment of traffic control.**

### **CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the Provisions in Section 12, “Construction Area Traffic Control Devices”, of the Standard Specifications and these Special Provisions. All traffic signs materials shall have diamond grade 3m reflective sheeting, or approved equal, and shall meet the CAMUTCD (latest Edition) requirements and retro reflectivity standards, <https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files>. The base material of construction area signs shall not be plywood and shall be in accordance with the Provisions in Section 12-3 of the State Standard Specifications and these Special Provisions. All temporary traffic signs shall have Diamond Grade 3-M reflective sheeting Series 4090 (or approved equal by the City Engineer)..

The Contractor shall install City furnished signs (City of Salinas financing signs) with new hardware and 4” x 6” pressure treated posts. Signs shall be picked up by the Contractor at a designated location to be named at a later date by the City Engineer. The signs shall be installed in both vehicle directions at the beginning and the end of the project limits. The Contractor shall remove the City signs when requested by the City Engineer and delivered to a designated location.

Contractor shall maintain safe and adequate pedestrian zones and shall not place temporary construction area signs and stands on sidewalk area and/or block walkways.

Payment for the installation and removal of temporary construction area signs and stands shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and other appurtenances required for a complete-in-place traffic sign installation as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract Lump Sum unit price paid for “Construction Area Signs” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for all traffic control shall include full compensation for furnishing labor, materials, tools, equipment; notifying all affected property owners, residents, businesses, City of Salinas Police and Fire Departments, City of Salinas, Republic Services (garbage company), MST (Monterey-Salinas Transit), effected school districts, and agencies; all required temporary construction signs and posts, detours, lights, barricades, delineators, and other devices shall include all labor, materials, tools, equipment, all necessary hardware for signs, and other

appurtenances required and shall be included in the Contract Lump Sum unit price paid for “Traffic Control System” as listed in the Proposal and no additional compensation shall be allowed therefore.

#### **10-1.23     DUST CONTROL**

The Contractor’s attention is directed to the Provisions in Section 7-1.01F, “Air Pollution Control”, of the City of Salinas Standard Specifications. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water during all phases of construction including weekends, holidays, and any other times as directed by the City Engineer. The use of water or other materials that results in mud on the public streets shall not be permitted as a substitute for sweeping. The Contractor shall submit a contact phone number. The Contractor shall respond to dust control abatement requests within four (4) hours of receiving notification. Should the Contractor fail to respond to such notice, the City shall cause to have the abatement completed by any available construction team and deduct that cost from any funds due the Contractor. Payment for dust control, abatement, and sweeping shall be considered as included in the contract price paid for the various items of work involved and no additional compensation shall be allowed therefore.

#### **10-1.24     RECYCLING AND CLEANUP**

Throughout all phases of construction including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. Salinas Municipal Code 9-4.1 requires all Construction and Demolition (“C&D”) projects within the City to divert at least 65% of the C&D debris and 100% of inert materials generated by the project. In addition, all building and demolition project contractors must prepare and submit a **C&D Waste Reduction and Recycling Plan prior to commencement of project** and a final **C&D Waste Reduction and Recycling Report** to the City Engineer’s Office **upon completion** of the project. Further information can be found in the Construction and Demolition (C&D) Diversion Requirements and Instructions in Part F of this document. A copy of the instructions for preparing a C&D Waste Reduction and Recycling Plan and a C&D Waste Reduction and Recycling Report can also be obtained from the City of Salinas Permit Center (65 W. Alisal Street, Salinas, CA 93901).

**Failure to submit a " C&D Waste Reduction and Recycling Plan" and file a “C&D Waste Reduction and Recycling Report” may result in non-compliance fees and shall be cause to withhold final payment and not accept the project.**

The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means, as necessary. The use of water resulting in mud on public streets **will not** be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer's clean up orders may result in an order to suspend the work until the condition is corrected. **No additional compensation will be allowed as a result of such suspension.**

#### **10-1.25     SCHEDULE OF VALUES**

The schedule of values shall conform to the Provisions in Section 9-1.16B, of the State Standard Specifications and these Special Provisions.

The Contractor shall furnish the City Engineer a schedule of values for each Contract lump sum item of work described within the Proposal and where noted in these Special Provisions.

The schedule of values shall be submitted to the City Engineer for approval within **15 calendar days** after the City of Salinas Council has approved the Contract. The City Engineer before any partial payment for any of the lump sum items of work shall be made shall approve the schedule of values, in writing.

#### **10-1.26     PRESERVATION OF PROPERTY**

The Contractors attention is directed to the Provisions in Section 5-1.36, “Property and Facility Preservation”, of the State Standard Specifications and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor in accordance with the requirements within the Provisions in Section 5-1.36E, “Landscape”, of the State Standard Specifications.

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor in accordance with the requirements within the Provisions in Section 20-3.01C(4), “Replacement Plants”, of the State Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the City of Salinas right-of-way in accordance with the Provisions in Section 7-1.1 of these Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right-of-way at locations designated by the City Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed not less than **20 working days** prior to acceptance of the Contract. Replacement trees, shrubs, and other plants shall be watered as necessary to maintain the trees, shrubs, and other plants in a healthy condition.

#### **10-1.27     ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor is responsible for project Construction Site Management and all required BMP materials as necessary to complete this project.

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. Salinas City Code Chapter 29-9 states:

*“No person shall contribute or cause to be contributed, directly or indirectly, to the city's storm drainage system any pollutant, wastewater or any substance or material which will interfere with the operation or performance of the storm drainage system, violate the city's NPDES permit or violate other applicable law or regulations.”*

The Contractor shall comply with the State’s current Construction Stormwater General Permit. Projects that (1) disturb one or more acres of soil, or (2) disturb less than an acre but are part of a larger common plan of development are required to obtain coverage under the State’s General Permit for Discharges of Stormwater associated with Construction Activity, Construction General Permit Order 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling or excavation, or construction activities associated with Linear Underground/Overhead Projects (“LUPs”); it does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility.

The Construction General Permit (CGP) requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP should contain a site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must list Best Management Practices (BMPs) the discharger will use to protect storm water runoff and the placement of those BMPs. Additionally, the SWPPP must contain a visual monitoring program and a chemical monitoring program for “non-visible” pollutants to be implemented if there is a failure of BMPs. Section A of the CGP describes the elements that must be contained in a SWPPP.

The requirements of the CGP are intended to be implemented on a year-round basis, not just during the part of the year when there is a high probability of a precipitation event which results in storm water runoff. The permit should be implemented at the appropriate level and in a proactive manner during all seasons while construction is on-going. The City of Salinas NPDES permit also has additional requirements applicable to construction projects of any size.



Additional information can be found at the State Water Resources Control Board website:

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

#### **10-1.27A CONSTRUCTION BEST MANAGEMENT PRACTICES**

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 and sediment control measures. Detailed procedures for each of these activities can be found through the California Stormwater Quality Association's *Construction BMP Handbook Portal*, the *Caltrans Storm Water Quality Manuals*, the *Caltrans Erosion Control Toolbox*, and the City of Salinas' storm water program.

Contractor shall prepare and maintain a Stormwater Pollution Prevention Plan consistent with construction BMPs.

#### **CASQA Construction BMP Handbook and BMP Field Guide:**

<https://www.casqa.org/resources/bmp-handbooks>

#### **Caltrans Construction Site BMP Manual and Field Guide:**

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/csbmp-may-2017-final.pdf>

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/field-guide-to-construction-site-dewatering-all.pdf>

The Contractor shall consider these objectives and their minimum requirements for each of the above categories as presented in this document. When minimum requirements are listed for any category, the Contractor shall incorporate all of the listed minimum controls required into the Sediment Control Plan and implement these on the project site in order to meet the stormwater protection control objectives for the category. In addition, the Contractor shall consider any other additional control measures presented in the Handbook as necessary to meet the objectives of the plans and shall incorporate them into the Sediment Control Plan for implementation on the project site.

Permanent post-construction stormwater control measures, also called structural BMPs, shall be indicated in the project Drainage Plans and incorporated into the project site as required per the City's NPDES Permit (Post-construction requirements). The Contractor shall maintain and protect the post-construction stormwater control measures throughout the duration of the project and shall restore these to the specifications shown on the Plans prior to acceptance of the project.

Per the City's Municipal Storm Water Permit, Contractor shall employ erosion prevention and sediment control, and good housekeeping construction site management practices that result in the following outcomes on all construction sites regardless of size:

- Protection of storm drain inlets and/or adjacent waterways at all times from illicit discharges of sediment, construction debris, litter or waste
- No release of hazardous substances, such as oils, paints, thinners, fuels, concrete washout and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff at 831-758-7233
- Minimization of site disturbance to that portion undergoing construction only
- No deposit of mud, soil, sediment, concrete washout, trash, or other similar construction-related material or waste into public rights of way and private streets, and into the City's storm drain system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any



such discharges shall be cleaned up at the end of the current work shift in which the deposit occurred or at the end of the current workday, whichever comes first.

- No runoff from graded areas or stockpile areas containing sediments. Stockpiles shall be adequately covered to avoid contact with rainfall and prevent soil movement by water and/or wind. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated on site.
- No exposure of graded areas and stockpile areas to storm water run-on. Run-on shall be controlled by diversion structures such as dikes, excavated swales, berms, or a combination of the two.

Soil stabilization of graded areas shall be in place in any portion of the site where the construction activities have temporarily (not scheduled to be re-disturbed for at least 14 days) or permanently ceased.

- All hard-surfaced areas are to be swept regularly and kept free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

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

- 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.
- Contractor shall inspect the following areas at least once every seven (7) calendar days and within 24 hours prior to and 48 hours after any predicted storm:
  - Disturbed areas of the construction site,
  - Areas that have not been finally stabilized,
  - Areas used for storage of materials exposed to precipitation, and
  - Areas where vehicles exit the site

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

- Areas noted above shall be inspected for evidence of, or potential for
  - Erosion, or
  - Sediments entering waterways or the storm drainage system, or
  - Pollutants entering waterways or the storm drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Locations where vehicles exit the stockpile/staging site shall be inspected for evidence of offsite sediment tracking. Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

The Contractor shall become fully informed of, and comply with the applicable Federal, State, City of Salinas, local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Unless arrangements for disturbance of areas outside the project limits are made by the City Engineer and made part of the Contract, it is expressly agreed that the City of Salinas assumes no responsibility to the Contractor or property owner whatsoever with respect to any

arrangements made between the Contractor and the property owner to allow disturbance of areas outside the project limits.

#### **10-1.27B CONSTRUCTION SITE MANAGEMENT**

To ensure the proper implementation and functioning of erosion and sediment control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued. All necessary BMP materials are included in this item.

The Contractor may obtain a copy of the City's construction site inspection checklist; this shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each QSP site inspection record to the City Engineer via [cipstormwater@ci.salinass.ca.us](mailto:cipstormwater@ci.salinass.ca.us).

During the rainy season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- Within 48 hours prior to a forecasted storm.
- Post-storm event (within 48 hours) after all precipitation, which causes runoff capable of carrying sediment from the construction site, has ceased.
- At **24-hour** intervals during extended precipitation events.
- Routinely, at a minimum of once a week per the CGP.

Protection of storm drain inlets and/or adjacent waterways shall be in place at all times during construction. Tracking of mud, sediment, concrete washout, trash or other construction-related materials or wastes are not allowed to be discharged in the public rights of way, on private streets, or into the City's storm drain system. Any such discharges shall be cleaned up at the end of the current work shift in which the discharge occurred, or at the end of the current workday, whichever comes first.

Stockpiles shall be adequately covered to avoid contact with rainfall and prevent soil movement by water and/or wind. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated onsite. No release of hazardous substances such as oils, paints, thinners, fuels, concrete washout, and other chemicals is allowed; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City public works staff.

If the Contractor or the City Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the City Engineer in writing, but not later than 72 hours from identification of the deficiency or the onset of subsequent precipitation events.

**The correction of deficiencies or any enforcement fines shall be at no additional cost to the City of Salinas.**

#### **10-1.27C PAYMENT**

Payment for full compensation for conforming to the requirements of this Section and shall include all labor, materials, tools, equipment, incidentals; and for doing all work involved in the development, implementation and continued maintenance of the project's sediment control Plan, as applicable, to control water pollution originating from both storm and non-storm water sources, effectively implementing pollutant source control and erosion and sediment control measures during construction of the project; and for installing, monitoring, inspecting, and correcting pollution prevention practices at the job site. Payment shall be included in the Contract Lump Sum unit price paid for "**Sediment Control and Storm Drain Inlet Protection**" as listed in the Proposal and no additional compensation shall be allowed, therefore. **The Contractor shall provide a schedule of values for this item.**

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth within the Provisions in Section "Environmental/Pollution Prevention Requirements" including, but not limited to, compliance with the applicable Federal, State and local regulations, and the City's NPDES permit. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

The City Engineer shall retain an amount equal to 25% of the estimated value of the Contract work performed during estimate periods in which the Contractor fails to conform to the requirements of the Provisions in the Section "Environmental/Pollution Prevention Requirements" as determined by the City Engineer. The amounts retained for failure of the Contractor to conform to the requirements of this Section shall be released for payment on the next monthly estimate for partial payment following the date that a sediment control plan has been implemented and maintained, and water pollution is adequately controlled, as determined by the City Engineer.

The retention of money due the Contractor shall be subject to the following:

1. The Public Works Department shall give the Contractor a 30-calendar day notice of its intent to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the Contract. Retention of funds from any payment made after acceptance of the Contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments shall be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to the Provisions in Section 9 1.06, "Partial Payments", of the Standard Specifications.
3. If the Public Works Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Public Works Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of the Provisions in Section 7-1.01G, "Water Pollution", of the Standard Specifications shall not relieve the Contractor from the Contractor's responsibilities, as provided in the Provisions in Section 5-1.36, "Property and Facility Preservation", and Section 7, "Legal Relations and Responsibility to the Public", of the State Standard Specifications

#### **10-1.27D      DEWATERING**

In the event that dewatering of construction site becomes necessary, the Bidder's attention is directed to the Provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work", of the Standard Specifications and these Special Provisions.

In trench excavation, appropriate dewatering techniques may be utilized if necessary, to lower the ground water levels and to stabilize excavation. Methods used shall be such that there is no danger of pumping soil from excavation, or adjacent areas, during dewatering. The water level shall be lowered at least to an elevation 1' below bottom of the pipe invert. This level shall be maintained continuous during construction until after backfilling has been completed up to the original groundwater elevation.

**Water pumped during the dewatering operations shall be discharged in accordance with Caltrans or CASQA Dewatering BMP (NS-2) in a manner such that there is no hazard to the public, no discharge to the City storm drainage system unless filtered, and a minimum of traffic interference.**

The dewatering methods used shall be the responsibility of the Contractor, but subject to approval by the City Engineer.

**Caltrans Dewatering Guide:**

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/field-guide-to-construction-site-dewatering-allly.pdf>

Payment for dewatering, if required, shall be borne by the Contractor and no additional compensation shall be allowed, therefore.

#### **10-1.28 CHANGES IN WORK**

For work done on a “Time and Materials” basis: the Contractor shall submit all required documents for a specific change within **10 calendar days** of completing the work.

Outstanding Proposals at the end of the project: the Contractor shall submit all outstanding Proposals, in the specified format, within **10 calendar days** of the date established as “Substantial Completion”. The City Engineer reserves the right to **not process** any proposals received after that date unless specifically agreed in advance.

#### **10-1.29 FINISHING ROADWAY**

Finishing roadway shall conform to the Provisions in Section 22, “Finishing Roadway”, of the State Standard Specifications.

#### **10-1.30 CLEAN UP**

Throughout all phases of construction including suspension of work and until final acceptance of the project by the City of Salinas Council, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public street and or City right-of-way shall not be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer’s clean up orders may result in an order to suspend the work until the condition is corrected. No additional compensation shall be allowed therefore as a result of such suspension.

### **SECTION 11 ITEMS OF WORK**

#### **SECTION 11-1 GENERAL**

All items of work listed in the Proposal Section shall conform to the Contract Plans, Standard Specifications, and these Special Provisions.

Adjustment to new grades of all utility covers is the responsibility of individual utility companies if applicable. The Contractor is required to notify each utility company and provide the company with a copy of the Contractor’s project schedule so that they may make provision to make notes on the location of their utility covers. The City’s Contractor is responsible for the adjustment to finished grade of all City of Salinas monuments, storm drain and sanitary sewer manholes, and flushing inlets.

The Contractor shall refrain from using diesel fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of parkways, vegetation, wildlife habitats, or other improved areas. All refueling, maintenance, and staging of construction equipment and vehicles shall occur at least 100 feet from any riparian habitat or water body. The Contractor shall ensure contamination of riparian habitat does not occur during the project. Prior to the onset of construction work, the Contractor shall prepare and submit to the City Engineer for approval, a “Spill Abatement Plan”. The Contractor’s Spill Abatement Plan shall identify the Contractor’s means and methods for spill prevention, accidental spill containment, and the Contractor’s training program to ensure all construction workers are: (i) informed of the importance of preventing spills; and (ii) trained of the appropriate measures to take should an accidental spill occur to ensure a prompt and effective response to any spills. The Contractor shall furnish all materials necessary for the initial response to a spill and keep the materials at multiple easily accessible locations on the project site in addition to at all Contractor staging areas. Construction material

debris including trash or staging of construction equipment will not be allowed within the 100' setback area.

Prior to slurry seal and cape seal all raised pavement markers, striping, and pavement markings shall be removed from the street surface in accordance with the Plans, Standard Specifications, and the Special Provisions.

#### **11-1.1 MOBILIZATION**

Mobilization shall conform to the Provisions in Section 9-1.16D, "Mobilization", of the State Standard Specifications.

Payment for mobilization shall include all labor, materials, tools, fencing, equipment, and other appurtenances required for a complete-in-place mobilization as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract Lump Sum unit price paid for "Mobilization" as listed in the Proposal and no additional compensation shall be allowed, therefore.

### **SECTION 11-2 REMOVAL AND DISPOSAL/SALVAGE OF EXISTING FACILITIES**

#### **11-2.1 GENERAL**

All items of work listed in the Proposal Section shall conform to the Plans, Contract, Standard Specifications, and these Special Provisions.

The Contractor shall remove all required appurtenances necessary to complete the work, as shown on the Plans, Standard Specifications, and these Special Provisions. All removed material shall become the property of the Contractor (unless noted otherwise on the Plans and/or directed by the City Engineer) and shall be disposed of per the Provisions in Section 7-1.1, "Disposal of Materials Outside the Highway Right-of-Way", of these Specifications.

Salinas Municipal Code 9-4.1 requires all Construction and Demolition ("C&D") projects within the City to divert at least 50% of the C&D debris and 100% of inert materials generated by the project. For further information see section 10-1.30 "Cleanup" of these Special Provisions.

The Contract unit price paid for the work required, complete-in-place, in accordance with the Plans, Standard Specifications, and these Special Provisions shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing and disposal of various items of materials.

If applicable, the Contractor shall remove the existing facilities designated for salvage, as shown on the Plans, and shall be salvage to the Environmental/Maintenance Service Department at 426 Work Street (unless noted otherwise on the Plans and/or directed by the City Engineer).

**The respective utility companies at their expense, if any, with the proposed improvements under this Contract shall execute all removals, installations, and relocations of underground and aboveground utilities in direct conflict.**

**All accidental or convenience removals of existing facilities by the Contractor shall be at the expense of the Contractor, and no additional compensation shall be allowed therefore.**

**All removals and relocations of existing utilities and facilities which are not identified and shown on the Plans to be relocated or removed by the utility company, shall be performed by the Contractor; said relocations and removals shall be at the sole expense of the Contractor, and no additional compensation shall be allowed therefor.**

Existing traffic striping and pavement markings to be superseded by new striping and pavement markings shall be removed by disk grinder, meeting the latest requirements and restrictions by the State Pollution Control Agency,

or other pre-approved methods by the City Engineer. **The Contractor shall not use a pavement grinder to remove striping.**

Where Bid item for "Existing Facilities" are not included in the Proposal, the work shall be considered as included in the price paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

### **11-2.2      REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

If applicable, when the presence of asbestos or hazardous substances are not shown on the Plans or indicated in the Special Provisions and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in the Provisions in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the City Engineer in writing immediately.

In conformance with the Provisions in Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance shall be performed by separate Contract.

If delay of work in the area delays the current controlling operation, the delay shall be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the Provisions in Section 8-1.07, "Delays", of the State Standard Specifications.

## **SECTION 11-3 EXISTING FACILITIES**

### **11-3.1      GENERAL**

The work performed in connection with various existing highway facilities, including removal, repairs, disposal, salvage, relocation, and/or reconstruction shall conform to the provisions in Section 15, "Existing Highway Facilities", of the Standard Specifications and these Special Provisions. The limits of work shall include adjacent/abutting lands to the right-of-way as shown on the Plans.

In lieu of the area described in Section 15-1.01 of the State Standard Specifications, the area shall be considered as the entire area within the public rights-of-way and those areas on private properties as shown on the Plans.

The word "**SITE**" shall be considered interchangeable with the word "**HIGHWAY**" in Section 15 of the Standard Specifications.

All restoration or replacement of existing facilities shall match existing unless designated otherwise by City Engineer, these Special Provisions and/or as shown on the Plans.

**Existing facilities, if applicable, shown on the Plans to be removed and salvaged, shall be removed and salvaged to a location designated by the City Engineer.** The work to be done under "Existing Facilities" shall include, but is not limited to: the removal, disposal, salvage, relocation, adjustments, and/or reconstruction of various existing facilities, as shown on the Plans and as specified herein these Special Provision; including pavement, catch basin, pipes, signs, various concrete and asphalt curbs, gutter, sidewalks, and other existing facilities such as restoration of planting and other work as shown on the Plans, specified herein these Special Provisions, and/or as required to complete the project to its final state.

Existing traffic striped and pavement marking to be suspended by new stripes and pavement markings shall be removed by sandblasting or other approved equal by the City Engineer.

Miscellaneous items of work not specifically included in the Proposal's items of work which are shown and/or mentioned on the Plans or are necessary, whether shown or not, for the construction of various improvements,

including all removals, modifications shall be considered as included in prices paid for the various Contract items of work listed in the Proposal, and no additional compensation shall be allowed therefore.

**Contractor shall verify all measurements at site and shall be responsible for correctness of it.** No extra compensation shall be allowed because of difference between work shown on Plans and measurement at site.

All work and materials shall be subject to inspection at all times by the City Engineer.

Work shall not be closed in or covered before inspection and approval by the City Engineer. Cost of uncovering and making repairs where work has been closed and not inspected by the City Engineer shall be borne by the Contractor and no additional compensation shall be allowed, therefore.

If the City Engineer finds that materials and/or equipment do not conform with these Special Provisions, the Contractor shall, within **3 calendar days** after being notified by the City Engineer, remove said material from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor and no additional compensation shall be allowed therefore.

### **11-3.2      REMOVE PAVEMENT**

Concrete or asphalt pavement to be removed shall be disposed of in accordance with the provisions in the State Standard Specifications.

## **SECTION 11-4 LAWN AND PLANTING RESTORATION**

### **11-4.1      GENERAL**

If applicable, the restoration of existing lawn and/or planting as necessary for the removal and/or construction of the various facilities under this project shall be in accordance with the Provisions in Section 20, "Landscape" of the State Standard Specifications and these Special Provisions.

Lawn restoration work shall include all areas as necessary for the construction of the various facilities. Where established lawns exist, the Contractor shall remove sod in rectangular sections to a depth to include all grass roots, remove the remaining topsoil, if any, to a total depth of 6" below the original ground level, and then excavate and dispose of subsoil to grade. Subsequently, all clods, concrete chips, and foreign materials shall be removed from the excavation and clean Class "A" topsoil shall be used for fill prior to sod replacement, followed by the rectangular sections of sod which shall be placed neatly and uniformly, conforming to the back of walk, or other elevation, and to the satisfaction of the City Engineer. The removed sod shall be watered and maintained in a growing condition until subsequently replaced neatly and uniformly with the existing ground and to the satisfaction of the City Engineer. Contractor shall fill existing voids with fine granular loam and re-seed all damaged sections of lawn to the satisfaction of the City Engineer. The Contractor shall be responsible for providing necessary water, as needed, for lawn and planting restoration.

Sod, which has been stripped for replacement shall be kept adequately moist at all times, to ensure healthy re-growth upon replacement. The Contractor shall schedule the work to ensure that the time from removal to replacement is kept to a minimum.

The Contractor has the option, with the property owner's written approval and the okay from the City Engineer, of re-sodding in lieu of the above-mentioned lawn restoration procedures. No additional compensation shall be allowed for re-sodding, including replacement of damaged lawn.

The work to be done under planting shall include excavation, replanting of shrubs, ground cover, and hedges, backfill, and finish grading as required to restore the site to its original condition due to construction of various facilities within this project.

The Contractor shall furnish the quantities and sizes of any replacement material necessary to complete the

restoration of planting work and shall be approved by the City Engineer.

No planting shall be done until the City Engineer has approved all replacement plants for quality and replacement.

Contractor stock shall be delivered to the site in first-class condition. Plants shall have small stakes in container where required to support plants.

Plants shall be subject to inspection and approval by the City Engineer at the place of growth or upon delivery. Such approval shall not impede the right of inspection and rejection at the site during the progress of the work for size and condition of plant. The Contractor shall remove all rejected plants immediately from the site. **No plants shall be planted until the City Engineer has approved them.**

No additional planting inspection trips by the City Engineer shall be made due to rejected materials or the failure of the Contractor to properly schedule his/her work or to comply with the above requirements. Inspection shall then be made during the regular scheduled site inspection trip, and no extension of Contract time shall be allowed.

Plant establishment work shall be performed as provided within the Provisions in Section 20, "Landscape", of the State Standard Specifications and these Special Provisions.

Upon completion of the required lawn and planting restorations, the City Engineer shall be notified, and an inspection of such work shall be made. If the City Engineer deems that such restoration work is equal to or better than the original condition, the Contractor shall be relieved of any further maintenance for lawn and planting work.

The Contractor shall be responsible for any removal, relocation, and/or replacement of existing sprinkler lines and heads affected by the removal/replacement of new sidewalk, curb, and gutter; removal/installation of new trees and root control barriers.

## **SECTION 12 ITEMS OF CONSTRUCTION**

### **SECTION 12-1 EARTHWORK**

#### **12-1.1 GENERAL**

The work performed in connection with trenching, compaction, excavation, backfill, and other earthwork operations shall be in accordance with the Provisions in Section 19, "Earthwork", of the City of Salinas Standard Specifications and these Special Provisions. The second paragraph of the Provisions in Section 19-5.03 of the State Standard Specifications shall be deleted.

Surplus excavation materials including native soil, concrete, asphalt concrete, concrete base, and sub base material shall become property of the Contractor and shall be disposed of in accordance with the Provisions of Section 7-1.11, "Disposal of Materials Outside the Highway Right-Of-Way", of these Specifications.

Protection of work from outside sources of water, such as runoff from adjacent lands, shall be the responsibility of the Contractor; unstable conditions resulting from improper protection shall be the responsibility of the Contractor and no additional compensation shall be allowed therefore.

Unless specified otherwise, payment for miscellaneous earthwork operations including: saw cutting, pavement removals, trenching and structure excavations, backfill, and compaction and disposal shall be as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

The limit of excavations shall be per the new street right-of-way together with abutting work on private property for conform of existing driveways and/or facilities as shown on the Plans. Roadway excavation shall consist of all excavation, removal, disposal, and grading for the construction of roadway sections and the various patch and repair improvements as shown on the Plans.



The cost of excavation, rough and final grading to the depths as shown on the Plans shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

#### **12-1.1     HAULING**

The payment for hauling shall be considered included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

#### **12-1.2     UNSUITABLE MATERIAL**

The excavation and removal of additional unsuitable materials beyond the depths of excavations as shown on the Plans and additional backfill, if required by the City Engineer, shall be in accordance with the Provisions in Section 19-1.03 of the State Standard Specifications.

#### **12-1.3     GRADE TOLERANCE**

Grade tolerance shall conform to the Provisions in Section 19-1.03, “Grade Tolerance”, of the City of Salinas Standard Specifications.

#### **12-1.4     FINISHING ROADWAY**

Finishing roadway shall conform to the Provisions in Section 22, “Finishing Roadway”, of the City of Salinas Standard Specifications.

#### **12-1.5     PAYMENT**

Payment for excavation and earthwork shall be as included in the various items of work and shall include saw cutting; patch and repair of existing street; any hauling of excavated material; disposal of asphalt concrete material; base material and miscellaneous concrete material; dewatering; compaction of native soil; and all other work necessary except unsuitable material to attain the completed conditions contemplated within this project shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore. Unsuitable Material shall be paid for under the Provisions in Section 19-1.03B of the State Standard Specifications.

Hauling of excavated materials shall be as considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

Hauling and compaction of excavated materials to the deposit areas designated by the City Engineer shall be as considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

### **SECTION 12-2 CLOSURE REQUIREMENTS AND CONDITIONS**

#### **12-2.1     GENERAL**

Lane closures shall conform to the Provisions in Section 5-1.7, “Legal Relations and Responsibilities and Maintaining Traffic”, of these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

**CLOSURE SCHEDULE** - By Noon Wednesday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday Noon through the following Friday Noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the City Engineer. Closure Schedules

submitted to the City Engineer with incomplete, unintelligible or inaccurate information shall be returned for correction and resubmittal. The Contractor shall be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the City Engineer, in writing, at least **3 working days** in advance of a planned closure. Approval of amendments to the Closure Schedule shall be at the discretion of the City Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. **3 working days** prior to the date on which the closure is to be made. Approval or denial of scheduled closures shall be made no later than 4:00 p.m. **2 working days** prior to the date on which the closure is to be made. Closures not confirmed or approved by the City Engineer **shall not** be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the City Engineer for the following working day.

**CONTINGENCY PLAN** - The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the City Engineer within **1 working day** of the City Engineer's request.

**LATE REOPENING OF CLOSURES** - If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the Provisions in Section 8-1.06, "Suspensions", of the State Standard Specifications. The Contractor shall not make any further closures until the City Engineer has accepted a work plan, submitted by the Contractor that shall insure that future closures shall be reopened to public traffic at the specified time. The City Engineer shall have **2 working days** to accept or reject the Contractor's proposed work plan. The Contractor shall not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

**COMPENSATION** - The Contractor shall notify the City Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the City Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment, and plant, the delay shall be considered a right-of-way delay within the meaning of the Provisions in Section 8-1.07, "Delays", of the State Standard Specifications and compensation for the delay shall be determined in conformance with the Provisions in Section 81.09:

- A. The Contractor's proposed Closure Schedule is denied and planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these Special Provisions, except that the Contractor shall not be entitled to any compensation for amendments to the Closure Schedule that are not approved by the City Engineer.
- B. The Contractor is denied a confirmed closure.

Should the City Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure shall be considered a right-of-way delay within the meaning of the Provisions in Section 8.07, "Delays", and compensation for the delay shall be determined in conformance with the Provisions in Section 8.07 of the State Standard Specifications.

Full compensation conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work listed in the Proposal and no additional compensation shall be allowed, therefore.

## SECTION 12-3 CONCRETE FACILITIES

### 12-3.1 GENERAL

The construction of concrete facilities includes the construction of pedestrian ramps, driveway approach, sidewalk and curb & gutter and modified curbs as indicated on the Plans or as directed by the City Engineer and, shall be in accordance with Section 73 “Concrete Curbs and Sidewalks” and Section 90 “Portland Cement Concrete” of the Standard Specifications and these Special Provisions.

All contaminated water shall be vacuumed and disposed of in an environmental approved fashion.

**The Contractor shall provide sufficient forces to perform the necessary demolition and construction of this project in order that all work shall be completed within the time frame established for this project.**

**Contractor shall contact U.S.A. (Underground Service Alert, telephone number 811) 48 hours in advance before performing any trenching or excavation work.**

Concrete sidewalk construction shall be per City of Salinas Standard Plan No. 2R and as shown on the Plans.

Concrete Type “C” curb and gutter construction and Type “B” curb construction shall be per City of Salinas Standard Plan No.1 and as shown on the Plans.

**Existing sidewalk, curb and gutter, driveway approach, driveway, walkway, and pedestrian access ramp damaged during construction; convenience removals; and miscellaneous concrete transitions shall be reconstructed at the expense of the Contractor and no additional compensation shall be made.**

**Concrete pedestrian access ramp construction, within the City of Salinas right-of-way, shall be per State 2018 Standard Plan A88A and as shown on several details on the Plans.**

Concrete driveway approach construction shall be per City of Salinas Standard Plan No. 5 and 6 and as shown on the Plans.

In areas where new curb and gutter grades are higher than existing established lawn, plant, shrub, ground cover, vine, and/or tree, the Contractor shall adjust the existing grades to match the new curb and gutter per these Special Provisions.

### **12-3.2 REMOVE AND DISPOSE CONCRETE SIDEWALK, PEDESTRIAN ACCESS RAMPS AND/OR ASPHALT CONCRETE**

Removing concrete sidewalk shall conform to the Provisions within Section 15, “Existing Highway Facilities”, of the Standard Specifications and these Special Provisions.

Concrete removed shall be disposed of in accordance with the Provisions in Section 7-1.1, “Disposal of Material Outside the Highway Right-of-Way”, of these Specifications and these Special Provisions.

**Where no joint exists between the concrete to be removed and the concrete to remain in place, the concrete shall be cut in a neat line to a minimum depth of 0.17’ with a power driven saw before concrete is removed. Concrete removal in sidewalk areas shall be to the nearest score line if at least 1/2 of the concrete slab is required for the trench.**

In areas where concrete sidewalk is to remain but has a asphalt concrete patch that was butting up against the concrete section that was removed, the Contractor shall remove all of the asphalt concrete patch by grinding, chipping, or by some other means approved by the City Engineer.

All removals, installations, and relocations of underground and aboveground utilities in direct conflict with the proposed improvements under this Contract and shall be executed by the respective utility companies at their expense and no additional compensation shall be allowed therefore.

All removals of sidewalk during removal of pullboxes shall be paid under the traffic signal construction items.

### **12-3.3 REMOVE AND DISPOSE CONCRETE CURB AND GUTTER, AND MEDIAN CURB**

Concrete curb and gutter material, designated on the Plans to be removed, shall be disposed of in accordance with the Provisions in Section 7-1.1, "Disposal of Material Outside the Highway Right-of-Way, of these Specifications and these Special Provisions.

In areas where new curb and gutter grades are lower than existing, the Contractor shall chip, grind, or by some other suitable means, acceptable by the City Engineer, lower the existing pavement from grade, a minimum 1' from the gutter lip, to the new gutter lip grade.

The repair, replacement, restoration of sidewalks and walkway shall be in accordance with the applicable City of Salinas Standard Plans, the Plans, and these Special Provisions.

### **12-3.4 CONSTRUCT CONCRETE SIDEWALK**

Concrete sidewalks shall conform to the Provisions in Section 73, "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications and these Special Provisions.

Concrete sidewalk construction shall be per City of Salinas Standard Plan No. 2R and as shown on the Plans.

The repair, replacement, restoration of various concrete facilities, including roadway, curb and gutter, curbs, sidewalk, pedestrian access ramps, driveway approach, driveway, sidewalk, and walkway shall be in accordance with the applicable City of Salinas Standard Plans, State Standard Plans, the project Plans, and these Special Provisions.

### **12-3.5 DRIVEWAY APPROACH**

Concrete driveway approach shall conform to the Provisions in Section 73, "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications and these Special Provisions.

### **12-3.6 CONSTRUCT CONCRETE ADA PEDESTRIAN ACCESS RAMP**

Concrete ADA pedestrian access ramp shall conform to the Provisions in Section 73, "Concrete Curbs and Sidewalks", of the State Standard Specifications, and these Special Provisions.

Contractor shall remove a 1' along all pedestrian ramps to obtain a smooth transition from new pedestrian ramp to street access.

Concrete pedestrian access ramp construction, within the City of Salinas right-of-way, shall be per State 2018 Standard Plan A88A and as shown on details on the Plans.

The Contractor shall furnish and install Armor-Tile Cast-in-Place Inline Dome Tactile Detectable Warning Surface Tile where indicated on the Plans, or approved equal by the City Engineer.

**SUBMITTALS** - The Contractor shall submit manufacturer's literature describing products, installation procedures, and routine maintenance.

The Contractor shall submit 2 tile samples (for verification purposes) minimum 6" x 8" of the kind he/she is proposing.

The Contractor shall submit shop plans for products specified showing fabrication details; composite structural system; plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.

The Contractor shall submit material test reports from qualified independent testing laboratory indicating that materials proposed for use and in compliance with requirements and meets the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.

The Contractor shall submit copies of the manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

**QUALITY ASSURANCE** - Provide cast-in-place tactile tiles and accessories as produced by "Armor-Tile Tactile System or approved equal by the City Engineer.

The Contractor shall be an experienced installer of cast-in-place tactile tiles (wet set).

Vitrified Polymer Composite (VPC) cast-in-place tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome patten of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile as manufactured by Engineered Plastics Incorporated, or approved equal by the City Engineer.

Tiles shall be held within the following dimensions and tolerances:

NOMINAL TILE SIZE				
Length and Width	24" x 48"	24" x 60"	36" x 48"	36" x 60"
Depth	1.400" +/- 5% maximum			
Face Thickness	0.1875 +/- 5% maximum			
Length and Width	+/- 0.5% maximum			

Water absorption of VPC tiles when tested by ASTM-D 570 shall not exceed 0.35%.

Slip resistance of VPC tiles when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.09 on top of domes and field area.

Compressive strength of VPC tile when tested by ASTM-D 695-91 shall not be less than 18,000 psi. Tensile strength of VPC tile when tested by ASTM-D 638-91 shall not be less than 10,000 psi. Flexural strength of VPC tile when tested by ASTM-C293-94 shall not be less than 24,000 psi.

Chemical stain resistance of VPC tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum, and red aerosol paint.

Abrasive wear of VPC tile when tested by BYK-Gardner Tester ASTM-D 2486 with reciprocating linear motion of 37 +/- cycles per minute over a 10" travel. The abrasive medium, a 40-grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 pounds. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

Fire resistance VPC tile when tested to ASTM E84 flame spread shall be less than 25.

Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450" lbf/in. A failure is noted if a hairline fracture is visible in the specimen.

Accelerated weathering of VPC tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result deterioration, fading or chalking of surface of the tile.

The VPC cast-in-place tiles embedded in concrete shall meet or exceed the following test criteria:

Accelerated aging and freeze thaw test of VCP tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.

Salt and spray performance of VPC tile and adhesive system when tested to ASTM-B 117 shall not show any deterioration or other defects after 100 hours of exposure.

Embedment flange spacing shall be 3.0" minimum to 3.1" maximum center-to-center spacing.

**DELIVERY, STORAGE, AND HANDLING** - Tiles shall be suitable packaged or crated to prevent damage in shipment or handling. Sturdy wrappings shall protect finished surfaces and part number shall identify tile type.

The City Engineer, for storage prior to installation, shall deliver tiles to project site, or an approved site.

**SITE CONDITIONS** - Maintain minimum temperature of 40° F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation, Store tactile tile material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40° F in areas where work is completed.

The use of water for work, cleaning, dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the passengers and/or public. Provide barricades or screens to protect passengers and/or public.

Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal, state, local laws, and ordinances.

Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on site.

**GUARANTEE** - Cast-in-place tactile tiles (wet set) shall be guaranteed in writing by manufacturer for a period of 5 years from date of final completion and acceptance of the project from the City of Salinas. The guarantee replacement shall include defective work, breakage, deformation, fading and chalking of finishes and loosening of tiles.

The Vitrified Polymer Composite (VPC) Cast-in-Place Tactile Tile (wet set) shall be Armor-Tile manufactured by Engineered Plastics Incorporated, or approved equal by the City Engineer. The VPC shall be free from blemishes. The color shall be yellow conforming to Federal Standard 595B and Color No. 33538 and shall be homogeneous throughout the tile.

**INSTALLATION** - During all concrete pouring and tile installation procedures ensure adequate safety guidelines are in place and that they are in accordance with these Special Provisions.

The cast-in-place tactile tile shall be one piece. If it cannot be achieved the Contractor shall get approval from the City Engineer to use more than one piece of cast-in-place tactile tile prior to installation.

The specifications of the concrete sealants, structural adhesives, fasteners, epoxy chalking, and related materials shall be in strict accordance with these Special Provisions and the guidelines set by their respective manufacturers.

The physical characteristics of the concrete shall be consistent with these Special Provisions while maintaining a slump range of 4 to 7 to permit solid placement of the cast-in-place tile system. An overly wet mix shall cause the cast-in-place system to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 pounds) shall be placed on each tile.

The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 pounds weights, vibrator, a large white rubber mallet, and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-in-Place System.

The concrete shall be poured and finished, true, and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level shall be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the Plans and these Special Provisions. The Cast-in-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface. The Plans indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with the Plans to permit water drainage to curb as the design dictates.

While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.

During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.

Following tile placement, review installation tolerances to Plans and these Special Provisions and adjust tile before the concrete sets, 2 suitable weights of 25 pounds each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.

Following the curing of the concrete, the protective plastic wrap shall be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush shall clean the residue without damage to the tile surface.

**CLEANING AND PROTECTING** - The Contractor shall protect the tiles against damage during construction period to comply with tactile tile manufacturer's specification.

Protect tile against damage from rolling loads following installation by covering with plywood or hardwood.

The Contractor shall clean tactile tiles for the final time not more than 4 days prior to date scheduled for final inspection prior to final acceptance for maintenance by the City of Salinas. Clean tactile tile by method specified by the manufacture and/or the City Engineer.

**MISCELLANEOUS** - Maximum slope of the pedestrian access ramp shall be no greater than 7.5% at the centerline of the 4' or 5' wide pedestrian access ramp. Contractor shall check ramp slope prior to concrete setting for final corrections. If the slope at centerline of the pedestrian access ramp exceeds 7.5%, the City Engineer is authorized to reject the pedestrian access ramp.

All pedestrian access ramps shall have a minimum of 4'2" of sidewalk landing from the beginning of grooves (towards back of pedestrian access ramp) to the back of sidewalk and as shown on the Plans. If the sidewalk is less than 4'2", the City Engineer is authorized to reject the pedestrian access ramp and all work shall be removed and replaced by the Contractor, at his/her expense and no additional compensation shall be allowed therefore for such removal, replacement, and remedial work.

The City Engineer prior to pouring concrete shall inspect all pedestrian access ramp formwork. Any pedestrian access ramps poured without the formwork inspected and approved by the City Engineer shall be subject to removal and replacement at the Contractor's expense and no additional compensation shall be allowed therefore.

The Contractor has a maximum of 10 working days after the concrete is removed to replace with new concrete, complete-in-place.

### **12-3.7      PAYMENT**

Payment for all Contract unit prices for all concrete items as identified in the Proposal shall include full compensation for furnishing all labor, materials, tools, base material, form work, reinforcing steel, wire mesh,

concrete finish, steel dowels, expansion joints, and incidental work, saw cutting, removal of concrete, disposal of material, and other appurtenances required for a complete-in-place concrete item, and all other work and materials as specified. The Contractor shall provide sufficient forces to perform the necessary demolition and construction in order that all work shall be completed within the time frame established for this project.

Payment for removal and disposal of existing concrete median, sidewalk, pedestrian ramps, walkways, driveway, curb type "A", curb type "B", and curb and gutter type "C" shall include all labor; materials; tools; equipment; saw cutting; removal and disposal of concrete, pullboxes and aggregate base and sub-base (if applicable); and other appurtenances required for a complete-in-place removal of existing concrete median, sidewalk, pedestrian ramps, walkways, driveway, curb type "A", curb type "B", and curb and gutter type "C" as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract unit price paid per Square Foot for "Remove Concrete" as listed in the Proposal and no additional compensation shall be allowed therefore.

Payment for removal and disposal of Asphalt Concrete and Aggregate Base (1' depth) shall include all labor; materials; tools; equipment; saw cutting; removal and disposal of materials and other appurtenances required for a complete-in-place removal of said item. Payment for the removal and disposal of existing asphalt concrete shall be included in the Contract unit price paid per cubic Foot for "Asphalt Concrete and Aggregate Base (1' depth)" as listed in the Proposal and no additional compensation shall be allowed therefore.

Payment for furnishing and installing Type "B" curb shall include excavation of native material and disposal of material; form work; finish, placement, and compaction of 6" Class II aggregate base; furnish and placement of Class 3 concrete; slip dowels; furnish and placement of 3/8" expansion joint filler; and other appurtenances required for a complete-in-place Type "B" curb. Payment for the construction of new concrete Type "B" curb shall be included in the Contract unit price per Linear Foot for "Minor Concrete (Curb) (Salinas Std Plan No. 1, Type B); Complete-In-Place" as listed in the Proposal and no additional compensation shall be allowed therefore. Payment for furnishing and installing new concrete Type "C" curb and gutter shall include furnishing labor, material, and equipment for form work, finish, placement, and compaction of 6" Class II aggregate base, paint binder, furnish and placement of class 3 concrete, slip dowels, curb painting when required, furnish and placement of 3/8" expansion joint filler, concrete curb and gutter, dowels and asphalt to restore the 1 foot of AC pavement along gutter lip to match existing, and other appurtenances and cost associated for a complete-in-place Type "C" curb and gutter. Payment for the construction of new concrete Type "C" curb and gutter shall be included in the Contract unit price per Linear Foot for "Minor Concrete (Curb and Gutter) (Salinas Standard Plan no.1, Type C); Complete-In-Place" as listed in the Proposal and no additional compensation shall be allowed therefore.

Payment for the construction of new concrete ADA pedestrian access ramp shall include excavation of material, lawn, and disposal of materials; form work; furnish, placement, and compaction of 2" sand cushion; furnish and placement of 4" Class "3" concrete; placement of 3/8" expansion joint and filler; concrete filling of voids left from removal of rock in concrete; concrete finish; Vitrified Polymer Composite Cast-in-Place Tactile Tile (wet set) Detectable Warning Surface; finish; and other appurtenances required for a complete-in-place concrete ADA pedestrian access ramp. Payment for the construction of new concrete ADA pedestrian access ramp shall be included in the Contract unit price per each for "Curb Ramp (Caltrans Standard Case A); Complete-In-Place" and "Curb Ramp (Caltrans Standard Case B); Complete-In-Place" and per Linear Foot for "Minor Concrete (Retaining Curb)"; Complete-In-Place as listed in the Proposal and no additional compensation shall be allowed therefore.

Payment for the construction of new concrete sidewalk shall include excavation of dirt and disposal of material; form work; furnish and placement of 3/8" expansion joint and filler; concrete finish; placement of 2" minimum sand cushion and 4" Class "3" concrete; and other appurtenances required for a complete-in-place concrete sidewalk. Payment for the construction of new sidewalk concrete shall be included in the Contract unit price per Square Foot for "Minor Concrete (Sidewalk); Complete-In-Place" and as listed in the Proposal and no additional compensation shall be allowed therefore.

Payment for the construction of the concrete raised median island shall include labor; materials; tools; equipment; form work; furnish and placement of 3/8" expansion joint and filler as needed; and other appurtenances required for a complete-in-place raised median island construction as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract unit price paid per Square Foot for "Minor Concrete



(Median Sidewalk); *Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed therefore.

## **SECTION 12-4 MISCELLANEOUS FACILITIES**

### **12-4.1 ADJUST EXISTING WATER VALVE, PG&E MANHOLE, GAS VALVE, AND OR VAULT; AT&T MANHOLE AND OR VAULTS TO FINISHED GRADE (N I C, BY OTHERS)**

All work and materials for raising water valve boxes and valve covers to finished grade shall be by Cal Water and/or Alco Water and shall conform to the Provisions in Section 15 of the Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, City of Salinas Standard Plan No. 35, and these Special Provisions.

All work and materials for raising electrical and gas valves, covers, manholes, and vaults to finished grade shall be by PG&E and shall conform to the Provisions in Section 15 of the City of Salinas Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, and these Special Provisions.

All work and materials for raising telephone manholes and vaults to finished grade shall be by AT&T and shall conform to the Provisions in Section 15 of the City of Salinas Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, and these Special Provisions.

All existing valves, boxes, covers, and vaults are to be reset to the new finished grade conforming to the finish paving elevations. All items are to be inventoried and located whether shown on the Plans or not. Cal Water, Alco Water, PG&E, AT&T, and Comcast Contractor’s shall wait till the finished paving is complete and then locate, cut out, and expose the existing covers to the new finished grade. Cal Water and/or Alco Water shall furnish and install new traffic lids on water meters, only when meters are within driveway area

## **SECTION 13 SIGNING, RAISED PAVEMENT MARKERS, PAVEMENT MARKINGS, AND PAVEMENT STRIPING**

### **SECTION 13-1 SIGNING**

#### **13-1.1 GENERAL**

All work and materials for signs shall conform to the Provisions in Section 56 of the City of Salinas Standard Specifications, these Special Provisions, California 2004 Uniform Sign Chart, and as shown on the Plans. The Contractor shall furnish all mounting hardware. Signs shall be constructed of 0.080” thick aluminum alloy.

#### **13-1.2 TEMPORARY TRAFFIC SIGNS AND TRAFFIC CONTROL SIGNS**

All temporary traffic signs shall be 3M Diamond Grade Cubed Reflective Sheeting Series 4090 or approved equal by the City Engineer. The reflective sheeting shall conform to the Federal Specifications L-S300A.

The Contractor shall remove all temporary traffic signs, hardware, and temporary sign stands when the project is completed and approved by the City Engineer.

#### **13-1.3 TRAFFIC SIGNS**

All new traffic signs shall be 3M Diamond Grade Cubed Reflective Sheeting Series 4090 or approved equal by the City Engineer. The reflective sheeting shall conform to the Federal Specifications L-S300A.

Roadside signs shall be installed on galvanized steel pipe posts in accordance with the City of Salinas Standard Plans, as shown on the Plans, and per these Special Provisions. Posts shall conform to ASTM Specifications A-120 for galvanized steel pipe. The Contractor shall furnish all mounting hardware. Posts shall be cleaned of any markings. All relocated signs shall be mounted on new posts with new hardware and footings. Any removed existing posts shall require the existing hole to be patched to match existing conditions. Placement of signs on

streetlight poles is desirable, but the City Engineer prior to sign installation shall approve final placement of all signs.

#### **13-1.4      PAYMENT**

Payment for furnishing and installing new traffic sign and post (when applicable); installation of new sign(s) on new post; removal and salvage of existing traffic sign(s); installation of salvage traffic sign(s); installation of new sign on existing street light pole; appurtenances shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and incidentals necessary for traffic sign installation, and other appurtenances required for a complete-in-place traffic sign and post (when applicable) installation as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract Lump Sum price paid for **"Signage and Striping Modifications; Complete-In-Place"** and no additional compensation shall be allowed therefore.

Payment for the installation and removal of temporary construction signs and posts shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and incidentals necessary for traffic signs, and other appurtenances required for a complete-in-place installation and removal of temporary construction signs and temporary sign stand as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract Lump Sum price paid for "Construction Area Signs" complete-in-place and as listed in the Proposal and no additional compensation shall be allowed, therefore.

### **SECTION 13-2 THERMOPLASTIC PAVEMENT STRIPING AND PAVEMENT MARKINGS**

#### **13-2.1      GENERAL**

The work performed in connection with "Thermoplastic Traffic Stripe" and "Thermoplastic Pavement Marking" shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and shall consist of reinstalling thermoplastic stripes, pavement markings, glass beads, and in conformance with designs and details shown on the plans and these special provisions.

Paint traffic stripes (traffic lines) and pavement markings in accordance with the provisions in Sections 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and as indicated on the Plans.

Thermoplastic material for pavement markings shall be applied at a thickness of 0.100-inch. Thermoplastic pavement markings shall not be installed on pavement markers, manhole and water valve covers, survey monuments, and any utility facilities. Crosswalk markings near schools shall be yellow thermoplastic marking per California MUTCD and CVC 21368.

#### **13-2.1      MATERIAL TO BE INSTALLED**

The City of Salinas uses alkyd thermoplastic material and glass beads in the application and maintenance of pavement striping and markings. All thermoplastic materials shall be **"lead free"** materials.

#### **13-2.2      REQUIREMENTS**

The Contractor shall meet all requirements and tests that may be imposed by the Monterey Bay Unified Air Pollution Control District and the California Air Resources Board for control over thermoplastic fumes or other emissions into the air, in accordance with the schedules established by those authorities.

The Contractor shall strictly adhere to the use of traffic warning and control devices as set forth per the Provisions in Section 5-1.11, "Legal Relations and Responsibilities and Maintaining Traffic", of these Special Provisions.

### **13-2.3      WORK REQUIRED - LINE INSTALLATION**

Traffic striping and pavement markings shall be installed on the pavement in a professional manner as shown on the Plans.

Hours of Work - Each proposed Contractor should stipulate the time of day and the day of the week during which installation shall be carried out. Time limitations are established to minimize traffic interference and nuisance to the adjacent development and to the traveling public. In the event during pavement striping and marking installation in which overtime pay to City of Salinas personnel has been incurred, the Contractor shall reimburse the overtime costs to the City of Salinas.

Traffic Control - The Contractor shall furnish and install all necessary traffic control devices called for within the Provisions in Section 5-1.7, "Legal Relations and Responsibilities and Maintaining Traffic", of these Special Provisions. The Contractor shall furnish the following additional control devices:

- A. Rotating amber lights of a type specified by the State of California as approved lights and devices shall be prominently mounted on each piece of equipment and shall be in use at all times when the equipment is at the job site as prescribed in the Provisions in Sections 25256 and 25268 of the California Vehicle Code and Title 13 of the California Administrative Code.
- B. A follow vehicle with a Type II sequential arrow board shall travel behind slow moving striping equipment complete with crash cushions.

The City Engineer may provide specific instructions in the use and placement of traffic control devices in any instance not covered within the Provisions in Section 5-1.7, "Legal Relations and Responsibilities and Maintaining Traffic", of these Special Provisions, or under subsections A and B above.

The Contractor shall notify the City Engineer **48 hours** in advance of the actual work date to request the posting of signs, if required for performance of work per the Provisions in Section 5-1.7, "Legal Relations and Responsibilities and Maintaining Traffic", of these Special Provisions.

### **13-2.4      WARRANTY**

The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within **1 year** after acceptance of final payment by Contractor and to indemnify said City of Salinas against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said **1 year**, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until **1 year** after the actual discovery thereof.

A failure is defined as chipping, peeling, or separation of thermoplastic pavement striping and marking or parts thereof from the pavement surface. It shall be the Contractor's responsibility, at the Contractor's own expense, to restore the work upon notification from the City Engineer and provide proper interim traffic control in hazardous conditions.

### **13-2.5      THERMOPLASTIC AND/OR PAINT REMOVALS**

The removal of existing pavement striping and markings as necessary to meet new pavement striping and markings shall be in accordance with the Provisions in Section 84-2.048 of the Standard Specifications and the following requirements:

Thermoplastic removals, if necessary, shall be performed by disk grinder, meeting the latest requirements and restrictions by the State Pollution Control Agency.

**The Contractor shall not use a pavement grinder to remove the striping.**

Alternate methods of removal require prior approval of the City Engineer. Obliteration of pavement striping or markings with black paint shall be done only with prior approval of the City Engineer and shall be only a temporary measure requiring later removal as specified in these special provisions.

If pavement striping and marking removal is outside of the slurry seal, cape seal, or asphalt rubberized cape seal limits the Contractor shall slurry seal area prior to installing new thermoplastic striping.

### **13-2.6      THERMOPLASTIC STRIPING AND PAVEMENT MARKING MATERIAL**

#### **I. MATERIALS**

The thermoplastic material shall be “lead free” and available in white and yellow. The thermoplastic material shall be homogeneously composed of pigment, filler, resins, and glass reflectorized spheres. The vendor shall have the option of formulating the material according to his/her own Specifications. However, the solid resin shall be “maleic-modified glycerol ester resin” (alkyd binder).

The physical and chemical properties as specified below shall apply regardless of the type of formulation. All thermoplastic materials shall be “lead free”. The glass beads (pre-mix) shall be uncoated and conform to AASHTO M247-81 Type 1. The thermoplastic material shall not deteriorate on contact with sodium chloride, calcium chloride, or other de-icing chemicals, or because of oil content of paving materials, or oil droppings.

#### **II. REQUIREMENTS OF THE “LEAD FREE” THERMOPLASTIC MIXTURE**

**Specific Gravity** - The specific gravity of the white and yellow thermoplastic traffic line material shall not exceed 2.20.

**Composition** - The pigment, beads, and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt, and foreign objects and shall comply with requirements according to Table 1.

TABLE 1. COMPOSITION (percent by weight)

##### COMPONENT    WHITE    YELLOW

Binder See Note (b) 18 min. 18 min.

Glass Beads 30-40 30-40

Titanium Dioxide 0.0 min. ---

Calcium Carbonate and

Inert Fillers 42.0 max. 50.0 max.

Yellow (lead free)

Pigments --- See note (a)

Note (a): Amount of yellow pigment, calcium carbonate, and inert filler shall be at the option of TABLE 1.  
COMPOSITION (percent by weight)

##### COMPONENT    WHITE    YELLOW

Binder See Note (b) 18 min. 18 min.

Glass Beads 30-40 30-40

Titanium Dioxide 0.0 min. ---

Calcium Carbonate and

Inert Fillers 42.0 max. 50.0 max.

Yellow (lead free)

Pigments --- See note (a)

Note (a): Amount of yellow pigment, calcium carbonate, and inert filler shall be at the option of the manufacturer, providing all other requirements of this Specification are met.

Note (b): Alkyd binder shall consist of a mixture of synthetic resin, at least one of which is solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition shall be solid maleic modified glycerol ester resin and shall be no less than 8% by weight of the entire material formulation. The binder shall not contain petroleum-based hydrocarbon resins.

### **Physical Characteristics:**

Color - The thermoplastic material after heating for 4 hours + 5 minutes at 425° F + 30 F under agitation shall meet the following:

White: Daylight reflectance at 45° to 0° - 75% minimum

Yellow: Daylight reflectance at 45° to 0° - 45% minimum

For highway use, the yellow color shall reasonably match color chip No. 13538 of Federal Standard Number 595 (Test performed at 77° F).

Set Time - When applied at a temperature range of 412.5° F + 12° F and thickness of 0.060" to 0.125" of material shall set to bear traffic in not more than 2 minutes when the air temperature is 50° + 3° F and not more than 10 minutes when the air temperature is 90° F + 3° F and not more than 10 minutes when the air temperature is 90° F.

Bond Strength - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F, the bond strength to Portland cement concrete shall exceed 180 PSI.

Cracking Resistance at Low Temperature - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F +, applying to concrete blocks, and cooling 15° F +, the material shall show no cracks.

Impact Resistance - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F and forming test specimens, the impact resistance shall be a minimum of 10 inch-pounds. the manufacturer, providing all other requirements of this Specification are met.

Note (b): Alkyd binder shall consist of a mixture of synthetic resin, at least one of which is solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition shall be solid maleic modified glycerol ester resin and shall be no less than 8% by weight of the entire material formulation. The binder shall not contain petroleum-based hydrocarbon resins.

### **Physical Characteristics:**

Color - The thermoplastic material after heating for 4 hours + 5 minutes at 425° F + 30 F under agitation shall meet the following:

White: Daylight reflectance at 45° to 0° - 75% minimum

Yellow: Daylight reflectance at 45° to 0° - 45% minimum

For highway use, the yellow color shall reasonably match color chip No. 13538 of Federal Standard Number 595 (Test performed at 77° F).

Set Time - When applied at a temperature range of 412.5° F + 12° F and thickness of 0.060" to 0.125" of material shall set to bear traffic in not more than 2 minutes when the air temperature is 50° + 3° F and not more than 10 minutes when the air temperature is 90° F + 3° F and not more than 10 minutes when the air temperature is 90° F.

Bond Strength - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F, the bond strength to Portland cement concrete shall exceed 180 PSI.

Cracking Resistance at Low Temperature - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F +, applying to concrete blocks, and cooling 15° F +, the material shall show no cracks.

Impact Resistance - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F and forming test specimens, the impact resistance shall be a minimum of 10 inch-pounds.

Softening Point - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F + and testing the accordance with ASTM D36, the materials shall have a softening point of 215° F + 15° F.

Yellowness (Extended Heating) - After heating and stirring the thermoplastic material shall not exceed a yellowness index of 0.15.

Flow ability (Extended Heating) - After heating and stirring the thermoplastic material for 8.5 hours at 425 °F + and tested for flow ability, the thermoplastic material shall have a residue of 28%.

Storage Life - Thermoplastic material furnished in granular and/or block form shall meet the above requirements for a minimum period of 1-year. The thermoplastic shall melt uniformly with no evidence of skins or unmelted particles during this 1-year period. The Contractor at his/her own expense shall replace material not meeting the above requirements.

### III. APPLICATION PROPERTIES

The thermoplastic material shall readily apply to the pavement at temperatures of 400° F to 440° F from approved equipment to produce an extruded line, which shall be continuous and uniform in shape having clear and sharp dimensions **0.125"** for screen extrusion or **0.090"** for ribbon extrusion.

The "**lead free**" thermoplastic material shall be suitable for application during a paving operation immediately after compaction of the final lift of asphaltic concrete. The material shall be neither permanently discolored nor softened by contact with tracked asphalt cement. Thermoplastic application in conjunction with a paving operation shall be as directed within the Special Provisions and/or as shown on the Plans and allow for permanent markings on the final lift prior to the completed roadway being opened to traffic.

**Flow ability** - After heating the thermoplastic material for 4 hours + 5 minutes at 425° F + and testing for flow ability, the white thermoplastic material shall have a maximum residue of 18% and the yellow thermoplastic material shall have a maximum residue of 21%.

The material shall not exude fumes, which are toxic, obnoxious, or injurious to persons or property when it is heated during applications. The manufacturer shall provide product safety data sheets for their product.

The Contractor is responsible to obtain these product data safety sheets.

The application of additional glass beads by drop-on or pressure spray methods shall be at an approximate uniform rate of 10 pounds of glass spheres every 100 square feet of line. The glass spheres shall conform to AASHTO M247-81 (1986) Type 1 except that the beads shall be moisture resistant coated as to meet the requirement of 4.4.2 (AASHTO M247-41) and a maximum of 5% shall pass the number 80 screen; glass spheres shall have a minimum of 70% true spheres on each sieve.

### IV. SAMPLING AND TESTING METHODS

The thermoplastic material shall be packaged in suitable containers to which it shall not adhere during shipment and storage. The container of thermoplastic material shall weigh approximately 50 pounds. Each container shall designate the color, alkyd binder, extrude, user information, manufacturer's name and address, batch number, and date of manufacturer. Each batch manufactured shall have its own separate number. The label shall warn the user that the material shall be heated in the range of 400° F to 440° F.

The container shall be constructed so as to stand a test of not less than 200 pounds.

Dimensions shall be as follows:

Height of box shall not exceed 2.5".

Width of box shall be no more than 28" and not less than 26.5".

Depth of box shall be no more than 15" and not less than one 1.3".

Container shall consist of no more than 2 parts. Each compartment shall be 6.5" by 7" by 2.5" plus or minus 0.5". The container shall contain 8 compartments and be cast in one container. The container shall be so constructed as to allow easy removal of the material from the lining.

## **V. SAMPLING AND TESTING METHODS**

The material shall be tested in accordance with the Provisions in AASHTO T250 and M-249 or with the appropriate method in Federal Test Method Standard No. 141 or ASTM designation.

The Contractor shall have the material supplier secure the services of a certified independent testing laboratory to obtain samples of material during production and test the material for compliance with these Special Provisions. The City Engineer shall determine the frequency of testing depending on the results of previous compliance tests.

When requested by the City Engineer, the independent testing laboratory shall sample one or all of the production batches to be supplied to the City of Salinas. The testing laboratory shall mark each box in the batch(s) tested for subsequent retesting by the City of Salinas and supply the test results to the City Engineer.

**The costs for all testing by the independent testing laboratory shall be borne by the Contractor and no additional compensation shall be allowed therefor.**

Contractor's Material Supplier Qualification - Prior to application, supplier of thermoplastic shall furnish evidence of 3 years successful service for Alkyd-based materials in transverse and/or symbol applications to the Contractor whom shall then furnish the evidence to the City Engineer. Successful service shall be evidenced by color stability, retention of retro-reflective properties, crack resistance, and lack of softening and permanent discoloration due to exposure to oil and grease drippings for the required 3-year period. The documentation shall be from a project within the state of California and from 3 projects in areas of similar environmental conditions as the City of Salinas.

## **VI. TECHNICAL SUPPORT**

The Contractor shall provide technical support staff to be available (locally if necessary), to evaluate any failure of the applied product and recommended corrections in the supplied material and/or application equipment/methods. The technical support staff shall be skilled in the manufacture and application of alkyd thermoplastic material, and shall not be sales staff.

## **SECTION 13-3 PAYMENT**

Payment for furnishing and installing striping and raised pavement markers of the types shown on the Plans and per Caltrans Standard Plans and per the City of Salinas Standard Plans shall include all labor, materials, tools, equipment, traffic control, removal/disposal/repairs of striping and raised pavement markers, surface preparation, layout, adhesive, and other appurtenances required for a complete-in-place installation of striping and raised pavement markers as indicated within these Special Provisions, and as shown on the Plans. Contract Lump Sum

price paid for **"Signage and Striping Modifications; Complete-In-Place"** and no additional compensation shall be allowed therefore. **The Contractor shall provide a schedule of values for this item.**

Payment for removing and disposing of existing striping and raised pavement markers shall include all labor, materials, tools, equipment, traffic control, and other appurtenances required for a complete-in-place removal of existing striping raised pavement markers as indicated within these Special Provisions and as shown on the Plans. Contract Lump Sum price paid for **"Signage and Striping Modifications; Complete-In-Place"** and no additional compensation shall be allowed therefore. **The Contractor shall provide a schedule of values for this item.**

## **SECTION 14 RAPID RECTANGULAR FLASHING BEACON**

This work shall consist of RRFB assembly installation as provided in the Contract Documents. The performance of a complete job in all respects as indicated by the Plans and the Specifications and as directed by the Engineer is required.

In general, the RRFB Assembly work consists of furnishing and installing the following:

- RRFB Light Bars
- RRFB Assembly Pole and Foundation
- RRFB Controller and Enclosure
- Solar Panel and Battery Enclosure
- Accessible Pedestrian Signals
- RRFB Assembly Pedestrian Signage

All items shall be furnished new by Contractor unless otherwise specified in these Special Provisions.

Rectangular Rapid Flashing Beacon (RRFB) shall comply with FHWA Interim Approval for Optional Use of Pedestrian-Activated Rectangular Rapid-Flashing Beacons at Uncontrolled Marked Crosswalks (IA-21), dated March 21, 2018. The assembly shall be pedestrian push button activated. The assembly shall be Carmanah R920-E, or approved equivalent.

The RRFB housing shall contain two primary light bars mounted in compliance with MUTCD requirements. The housing shall have side emitting pedestrian confirmation lights. The LEDs used shall be rated for a minimum 15-year life. The RRFB shall meet SAE J595 class 1 intensity and SAE J578 chromaticity.

The RRFB housing shall be made of powder-coated aluminum with a minimum thickness of 0.125" and shall provide a mounting mechanism allowing for directional rotation of the primary light bars toward oncoming traffic at curves, corners, and roundabouts.

The controller shall auto-adjust RRFB brightness based on ambient light levels, and dim during night operations.

Flash duration shall be field-configurable to one second increments, programming is responsibility of the contractor.

RRFB bars mounted on a pole shall be able to be independently aimed to optimize performance in each direction.

### **14-1.1A RRFB CONTROLLER ENCLOSURE**

The controller enclosure (if required by the manufacturer) shall be a NEMA 3R enclosure with a dead front panel and a hasp with a 7/16-inch hole for a padlock. The enclosure shall be powder coated, hot-dip galvanized, or factory-applied rust resistant prime coat and finish coat.

### **14-1.1B RRFB SOLAR PANEL ASSEMBLIES**



The solar panel assemblies shall be rated for a minimum of 300, 20 second activations per day, year-round operations.

#### **14-1.1C RRFB STANDARDS AND POSTS**

RRFB standards and posts as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-1.02J, "Standards, Poles, Pedestals and Posts," of the Standard Specifications and these Special Provisions. Refer to section 14-1.05 for foundation specifications.

#### **14-1.1D ACCESSIBLE PEDESTRIAN SIGNALS**

Accessible pedestrian signals shall be installed as shown on the plans and per manufacturer specifications. The Contractor shall perform all wiring, terminations, and integration required to connect the accessible pedestrian signals with the RRFB controller for a fully functional system.

The accessible pedestrian signals shall be designed for use at a pedestrian crosswalk with flashing beacons. The accessible pedestrian signal shall feature a locating tone and voice-on-location message, with ambient sound compensation. The accessible pedestrian signal shall conform to the requirements of MUTCD, NEMA TS2, and NEMA 250 - Type 4x.

The accessible pedestrian signal shall be provided with a 9"x12" R10-25 sign, as shown on the plans.

Customized messages or sounds up to 15 seconds long shall also be able to be played. These customized messages shall be directly recordable into the unit or be factory programmed. The message shall be "yellow lights are flashing" and shall repeat twice.

Accessible pedestrian signal shall provide yellow LEDs above the button that flash in conjunction with the flashing beacons.

The entire unit shall have the dimensions of 19.2" H x 9" W x 2.6" D. The color shall be black.

Pedestrian pushbutton shall be ADA compliant with a directional arrow that is field adjustable.

Accessible pedestrian signal shall meet the following:

Body Material:	Aluminum, Powder Coated Button
Material:	Standard: 316 Stainless Steel
Arrow Button:	Anodized 6061 Aluminum, Nickel Plated, Black Powder Coat on area surrounding arrow

Operating Specifications:

- Operating Force: 3.0 lbs. Maximum
- Operating Temperature: -30°F to 165°F (-34°C to 74°C)
- Operating Voltage: 10-24 VDC
- MTBF: 3,000,000 hours
- Switch Operating Life: Greater than 20 million operations.
- Idle Current Draw: 1.2 mA
- Peak Current Draw (15VDC input power) : 500 mA
- Maximum Volume: 100dB @ 1 meter

#### **14-1.2 TESTING**

All traffic signal circuit testing shall be completed when traffic signal installations are completed.

### **14-1.3      WARRANTIES**

Warranties, guarantees, and instruction sheets shall conform to the Provisions in Section 86-1.04 of the State Standard Specifications and these Special Provisions.

The manufacturers shall guarantee all equipment furnished by the Contractor to the City of Salinas for a period of not less than **1 year** following the date of acceptance by the City of Salinas City Council. If any part (or parts) is found to be defective in materials or workmanship within the **1 year** period, and it is determined by the City Engineer or by any authorized manufacturer's representative that said part (or parts) of equal kind and/or type during the repair or replacement, and reinstallation of the part (or parts) until such time as the traffic signal equipment and street light equipment is functioning as specified and as intended herein; the repair period shall in no event exceed 72 hours, including acquisition of parts.

### **14-1.4      FOUNDATIONS**

Foundations shall conform to the Provisions in Section 56-3.01C(2), "Foundations" of the State Standard Specifications for Traffic Signals, applicable State Standard Plans, and City of Salinas Standard Plan No. 49, and these Special Provisions.

Abandoned foundations shall conform to the Provisions in Section 87-1.03A, "General" of the State Standard Specifications and these Special Provisions.

Portland cement concrete shall conform to the Provisions in Section 90, "Portland Cement Concrete", of the Standard Specifications and shall contain not less than 470 pounds per cubic yard, except concrete for reinforced pile foundations shall contain not less than 564 pounds of cement per cubic yard.

The fifth paragraph of the State Standard Specifications (56-3.01C(2)) is amended to read:

Cast-in-drilled-hole concrete pile foundation for traffic signal and lighting standard shall conform to the Provisions in Section 49, "Piling", of the State Standard Specifications with the added requirements that the standard shall not be erected until 7 calendar days have elapsed after placing the concrete and that material resulting from drilling holes shall be disposed of as provided within the Provisions in Section 87-1.03E, "Excavating and Backfilling for Electrical Systems", of the State Standard Specifications.

### **14-1.5      TRAFFIC SIGNAL STANDARDS, STEEL PEDESTALS, AND POSTS**

The Contractor shall furnish and install traffic signal anchor bolts, traffic signal poles and mast arms, relocated traffic signal poles, street lights and mast arms in accordance with the Plans, Provisions in Section 86, "Signals and Lighting" of the Standard Specifications, and these Special Provisions. The Contractor shall furnish and install luminaries in accordance with the Provisions in Section 87-4, of the State Standard Specifications, and these Special Provisions.

LED (Light Emitting Diode) Lighting shall be Cooper product or approved equal. The approved equal must be included in the PG&E approved LED certified list and photometrics shall be submitted of the proposed lighting to fully compare if approved equal. City shall request for the rebates for the LED fixtures, not contractor nor supplier. Catalogue number shall be the following:

**Cree XSPMD-D-HT-3ME-12L-407K-SV-N-Q5 w/ Photocell.**

Fixtures shall include six (6) LED light squares, unless supplier can prove fewer will provide the required light levels. Fixture shall be UL listed for wet locations and 3G vibration rated. Light squares shall be IP66 rated.

Fixtures shall have photocell. Fixture shall carry a 5 year limited warranty and finish shall be covered with a minimum of 10 year limited warranty.

The luminaires shall be constructed and installed in such a manner to provide Type II distribution with the lower edge of the luminaire's housing below the entire light source and all glassware.

The luminaire's optical assembly shall provide, without the addition of external shielding, a ninety-degree cutoff with no significant light emitted above the horizontal.

The luminaire housing shall be painted in accordance with the provisions of Section 86 of the Standard Specifications and shall withstand a 1,000-hour salt spray test as specified in ASTM Designation: B 117.

No part of the slipfitter mounting brackets on the luminaries shall develop a permanent set in excess of 0.020-inch when the four 3/8 inch diameter cap screws used for mounting are tightened to a torque of ten (10) foot-pounds. All luminaires mounted on mast arms, when tested in accordance with California Test 611, shall be capable of withstanding cyclic loading in:

1. A vertical plane at a minimum peak acceleration level of 3.0 g's peak-to-peak sinusoidal loading (same as 1.5 g's peak) with the internal ballast removed, for a minimum of 2 million cycles without failure of any luminaire parts,
2. A horizontal plane perpendicular to the direction of the mast arm at a minimum peak acceleration level of 1.5 g's peak-to-peak sinusoidal loading (same as 0.75 g peak) with the internal ballast installed, for a minimum of 2 million cycles without failure of any luminaire parts.

No part of the slip fitter mounting brackets on the luminaries shall develop a permanent set in excess of 0.020" when the four 3/8" diameter cap screws used for mounting are tightened to a torque of 10 foot-pounds.

The City Engineer prior to construction of pole foundations shall approve the location of the traffic signal poles and mast arm alignment.

The Contractor shall exercise extreme care in the transportation and installation of traffic signal poles and mast arms to prevent unnecessary scoring or damage to galvanized coatings. Any such damage shall be painted with "LDS" cold galvanize (or approved equal by the City Engineer) and top-coated with Aluminum paint to match new galvanized color. Contractor shall install street light numbers on traffic signal poles in accordance with City of Salinas Standard Plan No. 52.

Section 87-1.03J, "Standards, Steel Pedestals, and Posts", of the State Standard Specifications is amended by adding the following paragraph:

All galvanized nuts, used on assemblies with a specified preload or torque, shall be lubricated in accordance with the requirements specified for galvanized Grade DH nuts in ASTM Designation: A563.

The sign mounting hardware for mast arms shall be installed per Detail U of the State Standard Plan No. ES-7N and as shown on the Plans.

Where the Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted if approved by the City Engineer.

Sheet steel shall have a minimum yield of 48,000 psi.

Contractor shall supply the City Engineer with a certificate of compliance from the traffic signal pole supplier showing that the poles meet industry standards. The certificate shall state the poles are for the City of Salinas and the project number. No generic certificates shall be allowed.

#### **14-1.6 CONDUIT- TRAFFIC SIGNALS, STREET LIGHTING, AND ELECTRICAL SERVICE**

Conduit installation shall be in accordance with Section 87-1.03B of the State Standard Specifications and Standard Specifications.

All conduit runs, between traffic signal pole foundations and the nearest pull box shall be Type 3 Rigid Non-metallic 4" minimum conduit.

Where conduits terminate inside a pull box the top of the conduit with ground bushing installed shall be a minimum of (5") and a maximum of (7") below the top of the pull box.

Conduit for all loop "stub outs" shall be 4-inch. The end of the loop conduit in the roadway shall be 5" below the surface of the roadway. When a loop "stub out" is to be placed where no gutter and/or curb exists, the end of the conduit shall extend into the roadway a minimum of 8" from the edge of the pavement.

Conduit runs shown on the Plans to be located behind curbs may be installed in the street, within 0.5' and parallel to the gutter line of the curb, by trenching in pavement. Use the trenching method described in the Provisions in Section 87-1.03B, "Conduit Installation", of the State Standard Specifications, and as provided below. All pull boxes shall be located behind the curb or at the location shown on the Plans per City of Salinas Standard Plans.

When Type 3 conduit is placed in a trench (not in pavement or under Portland cement concrete sidewalk), after the bedding material is placed and conduit installed, the trench shall be backfilled with Type "2A" concrete, containing not less than 376 pounds of cement per cubic yard, to not less than 4" above the conduit before additional backfill material is placed.

After conductors have been installed, the ends of the conduits terminating in pull boxes shall be sealed with an approved type of sealing compound with end bells.

Rigid metal conduit, to be used as a drilling or jacking rod, shall be fitted with suitable drill bit for the size of the hole required.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in Section 87-1.03B, "Conduit Installation", of the State Standard Specifications.

At locations where conduit is to be installed under pavement, and if obstructions are encountered, upon approval of the Engineer, small holes may be cut in the pavement to locate and/or remove obstructions. Jacking or drilling pits shall be kept at a minimum of 2 feet clear of the edge of any type of pavement wherever possible.

At all locations where conduit is to be installed by jacking or drilling, installation shall be as provided in Section 87-1.03B(3)(d), "Jack and Drill Method", of the State Standard Specifications.

Conduits shall be to a depth of not less than 18 inches below grade under concrete sidewalks and curbed paved median areas, and not less than 30 inches below finished grade in all other areas.

#### **14-1.7      CONDUITS – TRAFFIC SIGNAL INTERCONNECT (FIBER OPTIC CABLE)**

All conduits shall be high density polyethylene (HDPE) Schedule 80 UL continuous conduit. HDPE conduit shall be designed and engineered for direct burial, directionally drilled installation, or encased underground applications.

The size of the HDPE conduit shall be as shown on the plans and shall meet the following requirements:

1. The HDPE Schedule 80 continuous conduit shall conform to NEMA TC-2 and UL651B
2. The conduit leading to splice vaults or pull boxes shall be terminated with a manufacture-produced terminator connector to seal the wall of the splice vault/pull box.
3. The conduit shall also be marked with data traceable to plant location, date, shift and machine of manufacture.

All conduits shall be free from defects including non-circularity, foreign inclusions, etc. It shall be nominally uniform (as commercially practical) in color, density and physical properties. If new conduit is being installed into an existing pull box #6 or #6E location, the existing pull box shall be replaced. Should the existing pull box and/or

conduit become damaged, the damaged pull box and/or conduit shall be replaced at no cost to the City. Prior to replacement of damaged pull box and/or conduit, the City shall be notified of exact location and contents of damaged pull box and/or conduit.

All pavement markings that are disturbed shall be replaced within thirty (30) calendar days. All work shall be approved by the City Engineer.

Written approval from the Engineer shall be obtained before installing any conduits.

All conduits shall be new, UL listed and meet NEMA and NEC requirements pertaining to electrical conduits and components.

All conduits shall be installed by directional drilling method except for exposed installation or as directed by the Engineer. **The method of installation shall be determined by the Engineer to suit the existing field conditions.** Drilling pits shall be kept at least two (2) feet clear of the edge of any type of pavement wherever possible.

Conduit shall have a minimum of thirty (30) inches of cover to the top of the conduit at all locations.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least two (2) inches.

Where conduits are shown on the plans to be installed parallel and adjacent to each other, they shall be installed together in a common trench or directional drill bore.

Make right angle bends in conduit runs with long-radius elbows or conduits bent to radii not less than three (3) feet.

All bend radii shall be three (3) feet unless otherwise set forth elsewhere in this Special Provision or as directed by the Engineer. The sum of the angles for conduit bends between two consecutive pull boxes shall not exceed 270 degrees. All conduit bends shall be factory bends done by the manufacturer. Hot box or other field bends will not be accepted. The bell and spigot ends of each HDPE conduit shall be chamfered by the manufacturer. Transition of the conduit without bends shall not exceed more than one foot for every ten feet.

Make bends and offsets so that the inside diameter of conduit is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.

Do not use diagonal runs except when specifically noted in the drawings.

After installing conduit, install pull tape in conduit that is to receive future conductors. The pull tape shall conform to Section 86-1.02(D) of the State Standard Specifications and Standard Specifications.

Provide waterproof label on each end of the pull tape to indicate the destination of the other end.

Conduits entering vaults shall terminate flush with the inside walls of each pull box.

Conduits entering vaults and pull boxes shall be capped or sealed to prevent ingress of water, debris and other foreign matters into the conduit.

Immediately prior to installing cables, conduits shall be blown out with compressed air until all foreign material is removed. After cables have been installed, the ends of conduits shall be sealed with a reusable mechanical plug.

Conduit and fittings shall be supplied with an ultraviolet inhibitor.

Except for pull boxes with extensions, conduit shall enter the pull box at not more than a 45-degree angle. In addition, conduit may not be terminated less than 45 degrees to the ground level, except for pull boxes with extension. Conduit ends shall be terminated three (3) inches above the gravel surface (bottom of pull box) and nine (9) inches clearance between the top of the bushing and the top of the pull box shall be provided.

For pull boxes with extensions or vaults, conduit shall enter the side of the pull box or vault at not more than a 15-degree angle. Conduit ends shall be terminated no more than three (3) inches inside the pull box or vault at height of 12 inches above the gravel surface (bottom of pull box) and twelve (12) inches clearance between the top of the conduit and the top of the pull box shall be provided.

Within the splice vault, the conduit shall be laid no closer than two (2) inches from any wall of the splice vault.

After conductors/cables have been installed, the exposed end of conduits remaining in pull boxes and controller cabinets shall be sealed with a sealing compound as approved by the Engineer

#### **14-1.8      INSTALLATION OF TRAFFIC SIGNAL, STREET LIGHTING, AND ELECTRICAL SERVICE CONDUIT**

Conduit shall be Schedule 40 PVC. Conduit depth shall have a minimum cover of 24" in sidewalk and/or parkway areas, except that at pull boxes the trench may be hand dug to required depth. Conduit depth at street crossings and/or property easements shall have a minimum cover of 24".

Conduits placed under a roadway shall be installed in a conduit sleeve at least two inches (2") larger in diameter than the conduit and prior to paving. Conduit placed under an existing roadway shall be installed by jacking, boring or directional boring. **Prior to and following jacking, boring or directional boring, Contractor shall conduct a video inspection (CCTV) of all existing sanitary sewer and stormdrain lines (mains and laterals) in the work area.** Copies of CCTV videos shall be provided to the City Engineer 15 working days following installation of conduit. No additional compensation shall be paid for the CCTV work.

At other locations where conduit is required to be installed under pavement and if delay to any vehicle shall not exceed 5 minutes, conduit may be installed by the "Trenching-In-Pavement Method" per the Provisions in Section 87-1.03B(3)(b)(iii) of the State Standard Specifications.

#### **14-1.9      PULL BOXES**

Pull boxes of the size and types as shown on the Plans, shall conform to the Provisions in Section 86-1.02C(2)(c), "Traffic Pull Boxes", of the State Standard Specifications, and these Special Provisions, and per the "PULL BOX DETAIL" as shown on the Plans. Pull Box shall have Stainless Steel Locking Lid. This shall be City of Salinas Locking Lid 7650hawthorn with the Livermore style inside locking mechanism. This inside locking mechanism prevents wire theft.

Grout in bottom of City pull boxes shall not be required, except where traffic lids are required. Crushed rock shall be placed in the bottom of pull boxes to a minimum depth of 12". Grout in bottom of Caltrans pull boxes shall be required.

All new pull boxes shall be required to have a label on cover whether it is "Communications", "Interconnect", "Traffic Signal", "Street Lighting", or "Electrical". The Contractor shall refer to the Plans for labeling information.

#### **14-1.10     CONDUCTORS AND WIRING**

Conductors and wiring shall conform to the Provisions in Section 86-1.02F, "Conductors and Cables" and Section 87-1.03, "Construction" and 86-1.02 "Materials", of the State Standard Specification and these Special Provisions.

Conductors shall be spliced by the use of "C" shaped compression connectors per "Type "C" Splice Detail" as shown on the Plans.

Splices shall be insulated by "Method B" per "Type "C" Splice Detail" as shown on the State Standard RSP Plan ES-13A, or, at the Contractors' option, splices of wiring shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced wiring with electrical insulating coating.

The ground wire shall be Number 6 bare solid copper wire.

Individual conductors shall be copper Number 14 AWG minimum size. Except where otherwise specifically noted on the Plans, wire insulation shall be Type THW for Number 8 and smaller and Type THW for Number 6 and larger. Conductors Number 8 and smaller shall be solid; conductors Number 6 and larger shall be stranded.

All wire and cable shall be rated 600V, shall be color-coded, shall bear the Underwriter's Label, and shall be brought to the job in unbroken packages and approved by the City Engineer before being installed.

All conductors shall be continuous from pull box to pull box and no splice made except within pole terminal boxes. Loop wires shall be soldered, taped, and "Scotch-Kote" dipped at the nearest pull box.

All conductors shall be labeled, identification shall be by direct labeling, and tags, or bands fastened to the conductors in such a manner that they shall be permanent and not move along the conductors. Labeling shall be by mechanical methods. Labels shall be metallic.

There shall be 3' of slack for each conductor in each standard and 3' of slack for each conductor in each pull box.

Special attention is directed to the requirement that all signal light conductors be run continuously without splices, except branch neutrals, which may be spliced in pull boxes. All other conductors shall also be without splices. Neutral conductors shall not be spliced in the pull box nearest the controller but shall be continued to terminal in the cabinet.

All joints shall be taped with double covering of plastic tape equal to conductor insulation. Splices made in underground locations or damp locations shall be soldered, wrapped with Number 88 and Number 33 Scotch Tape and coated with 2 coats of Scotch Rote, both as manufactured by 3M Company (or approved equal by the City Engineer).

The neutral wire of the wiring system shall be permanently grounded and conduits to be grounded by means of grounding bushings (or other methods approved equal by the City Engineer).

Upon completion of work and adjustment of all equipment, all systems shall be tested upon direction of the City Engineer to demonstrate that all equipment furnished, installed and/or connected under the Provisions of these Special Provisions shall function electrically in the manner required.

All systems shall test free from short circuits and grounds and shall be free from mechanical and electrical defects. All circuits shall be tested for proper neutral connections. No resistance test shall be taken at voltage greater than insulation rating of conductor.

The Electrical Contractor shall furnish all temporary wiring, equipment, and labor required for tests, and shall remove and replace all defective workmanship and/or materials at no expense to the City of Salinas. The Contractor shall pay for all tests ordered by the City Engineer for work not meeting these Plans and Special Provisions and so confirmed by tests. The Contractor shall furnish certification of materials being used, upon request by the City Engineer without additional charge to the City of Salinas.

#### **14-1.11     BONDING AND GROUNDING**

Bonding and grounding shall conform to the Provisions in Section 86-1.02, "Materials" and Section 87-1.03 "Construction" and Section 56-3.01B(2)(b) "Bonding Jumper", of the State Standard Specifications and these Special Provisions.

Grounding shall be Number 6 solid copper ground wire coiled 8' at the bottom of the foundation within the 2" sand cover.

Service ground shall conform to the Provisions of the City of Salinas Electric Code.

Grounding jumper shall be visible after cap has been poured on foundation.

#### **14-1.12     LIGHT EMITTING DIODE SIGNAL MODULES**

All traffic signals faces on this project, the 12" red, yellow, and green and the 12" red, yellow, and green arrow sections shall utilize "Light Emitting Diode" (LED) signal modules in accordance with the Provisions in Section 86 of the State Standard Specifications. And Shall be 1LED2030-001. LED shall be documented to be ECOLUX approved. The Approval Number is RX-11-4-D12RA4-A4RYG

Each light emitting diode (LED) signal module shall consist of an assembly that utilizes light emitting diodes as the light source in lieu of an incandescent lamp for use in traffic signal sections.

The manufacturer shall provide a written warranty against defects in materials and workmanship for the LED signal modules for a period of **7 years** after installation of the modules. Replacement modules shall be provided promptly after receipt of modules that have failed at no cost to the City of Salinas. All warranty documentation shall be given to the City Engineer prior to installation.

### **SECTION 15 MEASUREMENT AND PAYMENT**

Payment shall include all labor, materials, tools, equipment, and other appurtenances required for the proper, substantial and complete-in-place project construction for NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS, PROJECT NO. 9362 STATE PROJECT NO. HSIPL 5045(041) as shown on the Plans and/or outlined in these Special Provisions.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement shall be made only on the basis of the Contract items of work listed in the Proposal. The various Contract item prices paid for the work required, for NORTH MAIN STREET AND LAMAR STREET PEDESTRIAN IMPROVEMENTS, PROJECT NO. 9362 STATE PROJECT NO. HSIPL-5045(041) complete-in-place, including full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all the work involved in removing and disposal of various items of materials, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefore shall be considered included in the price paid for the Contract items of work listed in the Proposal.

The Contractor shall submit the progress payment pay request to the Engineer for review and approval. The Engineer will review it within seven (7) calendar days of receipt. The Engineer shall either deny and return the progress payment pay request to the Contractor for correction or recommend approval and forward it to the Agency for processing. Piecemealed submittals of the invoice will not be accepted, only complete invoice packages will be reviewed. The required attachments to the monthly progress payment pay request shall include:

- a. **Certified Payroll Reports:** All current payroll reports and statement of compliance for the Contractors and all subcontractors (to be completed through the date of pay invoice).
- b. **Daily Reports:** All current Daily Reports for the Contractor and all subcontractors and owner operators. Daily reports shall contain the name, classification and detailed task listing of all personnel and equipment, including all subcontractors and owner operators (to be completed through the date of pay application).
- c. **Record Drawings:** Record drawings shall be complete and current at the time of the monthly pay application. The Engineer in conjunction with the Contractor shall review the current Record Drawings at the time the progress payment request is submitted. If the Engineer determines that the Record Drawings are not complete or current, the Engineer will suspend further review of the pay request until the Contractor updates and/or corrects the Record Drawings. The review and subsequent processing of the payment request will not re-commence until the Engineer determines that the Contractor has corrected the Record Drawings and they are complete and current.
- d. **Quantity Calculations:** Certified quantity calculations to justify all pay quantities and amount requested.



- e. **Monthly Schedule:** The contractor shall submit an updated, revised construction schedule to the Engineer with each pay application.
- f. **Unconditional Waiver of Lien Releases:** The contractor shall submit Subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment on forms set forth in the statute.
- g. **DBE Running Tally of Attainments:** After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

Failure to provide any of the documents as listed above will result in the Engineer returning the monthly pay application to the Contractor with no action.

#### **15-1.1      PARTIAL PAYMENTS AND RETENTION**

The Contractor's attention is directed to Section 9-1.06 Partial Payments of the Standard Specifications.

The City shall retain **5%** of such estimated value of the work done and **5%** of the value of materials so estimated to have been furnished and delivered and unused and furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Contractor shall submit Subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment.—The unconditional waivers ensure that all subcontractors are promptly paid.

As provided in Section 22300 of the Public Contract Code and Section 10263 of the Government Code, Contractor may request that any retention to be withheld during the course of a project is paid to an escrow agent at the Contractor's expense. Should the Contractor make such request, it will be required that an appropriate Escrow Agreement as provided in said government codes be fully executed prior to any payment of retention withheld or to be withheld. The City Engineer or his/her delegate is authorized to execute said Escrow Agreement on behalf of the City.

#### **SECTION 16 FINAL CLEANUP**

At the completion of the work, a final inspection shall be made by the City Engineer. The Contractor shall be responsible for final cleanup of the project area in accordance with the Provisions of Section 4-1.13 of the State Standard Specifications.

**PART F –  
MISCELLANEOUS STANDARD PLANS AND DETAILS**

# CONSTRUCTION AND DEMOLITION (C&D) DIVERSION REQUIREMENTS



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901

(831) 758-7251 • (831) 758-7938 (Fax) • [www.ci.salinas.ca.us](http://www.ci.salinas.ca.us)

## Construction and Demolition (C&D) Diversion Requirements

**Salinas Municipal Code 9-11.1** requires all Construction and Demolition (C&D) projects within the City to divert at least 65% of the C&D debris and 100% of inert materials generated by the project. In addition, all building and demolition permit applicants must prepare and submit a C&D Waste Reduction and Recycling Plan at the time of the permit application (prior to permit issuance), and a final C&D Waste Reduction and Recycling Report. **Failure to file recycling reports with the City may result in non-compliance fees and/or delay issuance of the Certificate of Occupancy or final inspection.**

Options for the disposal/recycling of C&D debris include:

1. Contracting with the exclusive franchise for disposal/recycling services,
  - **If you need to set up service, call Republic Services of Salinas at (831)751-5443.**
  - Identify that your project is a C&D project and **keep all applicable invoices from Republic.**
  - Divert more by requesting separate bins to source separate C&D debris on-site (cost savings may apply).
2. Self-hauling C&D debris from the project directly to a bonafide processing facility using the applicants / contractor's equipment and vehicles (if source separated, cost savings may apply). **For questions on other preferred providers or general questions contact:**

**Salinas Valley Recycles  
(Salinas Valley Solid Waste Authority)  
128 Sun St Suite 101, Salinas, CA 93901  
(Direct) 831.775.3018  
(Main) 831.775.3000 | (Fax) 831.755.1322**

## INSTRUCTIONS

1. Complete, sign and submit the attached C&D Waste Reduction and Recycling Plan.
2. If you plan to self-haul your C&D debris, use the attached list of bonafide processors to locate facilities that will recycle your materials. Inform the recycling facilities that the material is generated in the City of Salinas so origin codes on the weight tickets can be recorded correctly. **Always ask the recycling facility for all of your weight tickets and receipts.**
3. Once your project is complete, you must submit the attached C&D Waste Reduction and Recycling Report. **Make sure to keep all weight tickets and receipts for all of your recycled and disposed materials.**
4. Your final Waste Reduction and Recycling Report should include the following information and be provided to your inspector at the time of final inspection:
  - a. Identify the types and quantities (tons) of materials recycled, reused, salvaged and/or disposed,
  - b. Identify how the materials were handled: "source separated" or "mixed",
  - c. Identify the method of transport for debris materials (self-haul, franchise hauler),
  - d. Identify where the materials were taken for recycling or disposal.



## City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

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# C&D WASTE REDUCTION AND RECYCLING PLAN



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901

(831) 758-7251 • (831) 758-7938 (Fax) • www.ci.salinas.ca.us

## Construction & Demolition - Waste Reduction and Recycling Plan

Permit # _____	Date _____
Site Address: _____	Zip Code _____
Company/Owner Name: _____	
Mailing Address: _____	Contact Phone: _____
City, State and Zip: _____	E-mail: _____
<b>Type of Project:</b> <b>New Construction</b> <b>Alteration</b> <b>Demolition</b> <b>Roofing</b> <b>Other</b>	
<b>Project Description:</b> _____	

### 1. What materials will be generated by your project?

<input type="checkbox"/>	<b>Asphalt</b>	<input type="checkbox"/>	<b>Bricks/Rock</b>	<input type="checkbox"/>	<b>Cardboard</b>
<input type="checkbox"/>	<b>Concrete/Cement</b>	<input type="checkbox"/>	<b>Dirt/Clean Fill</b>	<input type="checkbox"/>	<b>Drywall/Sheetrock</b>
<input type="checkbox"/>	<b>Glass/Windows</b>	<input type="checkbox"/>	<b>Lumber/Wood</b>	<input type="checkbox"/>	<b>Metals</b>
<input type="checkbox"/>	<b>Mixed C&amp;D</b>	<input type="checkbox"/>	<b>Roofing Materials</b>	<input type="checkbox"/>	<b>Salvaged Items</b>
<input type="checkbox"/>	<b>Other (Specify)</b>				

### 2. How will the C&D debris be handled during your project? (Please check all that apply)

Source Separation – Materials are separated on-site and placed in material-specific bins.

Mixed Loads – Clean recyclable C&D materials are comingled into one bin and delivered to a bonafide processing facility. Trash is collected in a separate bin and delivered to an authorized disposal facility.

### 3. How do you plan to dispose of the C&D debris that you will generate with your project?

- ☐ I will hire the exclusive franchise: Republic Services of Salinas - (831) 775-3840. **Save Invoices!**
- ☐ I will self-haul C&D debris using the owner/contractor's equipment and vehicles. **Save Receipts!**

### 4. ATTEST: By signing below I am affirming:

- I am the owner/agent for this permit application and have read the requirements of the ordinance;
- I will submit a Waste Reduction & Recycling Plan with the permit application and, to the best of my ability, I agree to recycle, divert and/or salvage the materials listed above;
- I will submit a Waste Reduction & Recycling Report describing diversion activities and showing actual tonnage data for all diverted and disposed materials;
- I understand that failure to comply with the City's C&D recycling and reporting requirements may result in legal enforcement and penalties and may delay issuance of permits, the Certificate of Occupancy or approval of the final inspection.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title (owner, contractor, agent)



## City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

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### Construction & Demolition - Waste Reduction and Recycling Report

Complete this report, from the City's franchise hauler and/or recycling facilities, salvage companies, deconstruction contractors, C&D processors, transfer stations, and landfills. **ALWAYS** keep invoices, weight tickets and receipts for at least three years. Use the attached conversion table for help with calculations and attach additional sheets if necessary.

ADDRESS: \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

MATERIAL TYPE	RECYCLED, REUSED, SALVAGED	DISPOSAL	SOURCE SEPARATED	MIXED	HAULER	MATERIAL DESTINATION
<b>Inert Materials</b>						
<i>Example: Concrete</i>	<i>18.43 tons</i>	<i>N/A</i>	<i>X</i>		<i>Self-Haul</i>	<i>Johnson Canyon Landfill</i>
Asphalt		N/A				
Brick / Rock		N/A				
Concrete / Cement		N/A				
Dirt / Clean fill		N/A				
Roofing materials		N/A				
Other:		N/A				
Other:		N/A				
<b>INERT TO TAL</b>		<b>100% Diversion</b>				
	<b>A</b>	<b>B</b>				
<b>C&amp;D Debris</b>						
Cardboard						
Drywall / Sheetrock						
Glass / Windows						
Lumber / Wood (clean)						
Metal						
Mixed C&D materials*						
Plastic						
Trash	N/A					
Yard waste / Landscaping						
Other:						
Other:						
<b>C&amp;D DEBRIS TO TAL</b>			<b>C&amp;D Debris Diversion Rate (percentage) (A)/(A+B) x 100</b>			<b>Over 65% = C&amp;D DEBRIS COMPLIANCE</b>

\*If C&D materials are mixed, please list recyclable materials in the space below and enter the total tons in the *Mixed C&D Materials* section.

#### **Mixed C&D Materials**

---

#### **Explanation /Comments**

---

**I have accurately reported all diverted and dispose materials above.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





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### Conversion Calculations

#### **To calculate the percentage of materials recycled and/or reused:**

To determine the percentage of diverted materials, divide the number of tons which were recycled, reused and/or salvaged by the TOTAL tonnage generated.

$$\text{Percent Diverted (tons)} = \frac{\text{recycling} + \text{reused} + \text{salvaged}}{\text{recycling} + \text{reused} + \text{salvaged} + \text{disposed}}$$

*Example:*

$$\frac{1 \text{ ton recycling} + 1 \text{ ton reused}}{1 \text{ ton recycling} + 1 \text{ ton reused} + 2 \text{ tons disposal}} = \frac{2}{4} = 0.5 \text{ (multiply 0.5 by 100 = 50\%)}$$

**How to convert pounds to tons:**

To convert pounds to tons, divide the number of pounds by 2000 pounds. **1 Ton = 2,000 Pounds**

*Example:* 700 pounds ÷ 2000 pounds = 0.35 tons

#### **How to convert cubic yards to tons:**

Select the type of material recycled/reused from the conversion table below. Multiply the corresponding number by the total number of cubic yards recycled/reused.

1 cubic yard of mixed C&D debris = 0.45 tons *Example:* 4CY of mixed C&D = 4 CY X 0.45 = 1.8 tons

### Conversion Table

MATERIAL	Volume -	EQUIVALENT - Weight
Asphalt – paving	1 cubic yard	0.69 tons
Asphalt – roofing shingles	1 cubic yard	0.21 tons
Brick	1 cubic yard	1.51 tons
Cardboard	1 cubic yard	0.05 tons
Carpet/carpet padding	1 cubic yard	0.04 tons
Ceramic tile	1 cubic yard	0.61 tons
Concrete	1 cubic yard	0.93 tons
Dirt – clean fill	1 cubic yard	1.00 tons
Fiberglass insulation	1 cubic yard	0.01 tons
Glass	1 cubic yard	1.08 tons
Green waste – yard trimmings	1 cubic yard	0.05 tons
Metals	1 cubic yard	0.45 tons
Mixed C&D debris	1 cubic yard	0.45 tons
Plastic	1 cubic yard	0.01 tons
Sheetrock – drywall	1 cubic yard	0.20 tons
Wood – clean lumber	1 cubic yard	0.16 tons
Wood – pallets	one	0.14 tons

For more conversion factors for recyclable materials visit: [www.ca-recycle.ca.gov/FacIT/Conversion1.pdf](http://www.ca-recycle.ca.gov/FacIT/Conversion1.pdf)

For more conversion factors for C&D materials visit: <http://www.ca-recycle.ca.gov/LGCentral/Library/DSG/CandD.htm>

# C&D WASTE REDUCTION AND RECYCLING GUIDE

## WHY DIVERT C&D MATERIALS?

- ♦ Recycling produces usable materials at a much less environmental cost by conserving raw materials and virgin resources;
- ♦ Recycling conserves energy and water, and reduces the production of greenhouse emissions and other pollutants;
- ♦ Recycling conserves valuable landfill space; C&D materials make up 29% of all waste generated in California.
- ♦ Recycling creates employment and economic activity that helps sustain local economies;
- ♦ Recycling saves money by reducing disposal and transportation costs;
- ♦ Deconstructing (rather than demolishing) in order to recycle or reuse items (i.e. cabinets or windows) can help fulfill diversion requirements.



## DIVERSION TIPS

- ♦ Develop a recycling plan before project begins
- ♦ Recycling one material may divert most of your scrap-materials. EX: wood from new construction may account for the majority of excess materials.
- ♦ Recyclable materials change during a project. Wood and steel may appear first; large quantities of cardboard at the end.
- ♦ C&D materials can be commingled or source separated. *Reduced fees may apply for source-separated materials.*



- ♦ Concrete, Asphalt, Cardboard, Plastics, Metal, Clean Wood & Yard Waste, Masonry, and Drywall can be recycled. See *City forms for a list of Bonafide Recyclers.*

## COMPLIANCE WITH C&D REQUIREMENTS

The City of Salinas requires that all C&D materials (100% of inerts and 65% of all other C&D materials) be recycled (Chapter 9.4-1 Salinas Municipal Code). To comply with this requirement either:

1. Fill out the Waste Reduction & Recycling Plan/Report (available at the City's Permit Center; **OR**
2. Use on-line Waste Tracking Rpt: [www.salinas.wastetracking.com](http://www.salinas.wastetracking.com)

All mixed C&D and waste materials generated during a C&D project must be delivered to one of the following Salinas Valley Recycles locations:



**Johnson Canyon Landfill**  
31400 Johnson Canyon Rd  
Gonzales, CA 93926

**Sun Street Transfer Station**  
139 Sun St.  
Salinas, CA 93901

Upon project completion, the Waste Reduction & Recycling Plan/Report or WasteTracking.com and all applicable weight receipts must be submitted to the City demonstrating compliance with the recycling requirements.



The City of Salinas and California Green Building Standards Code requires a minimum of 65% diversion of materials generated from construction and demolition (C&D) projects. This guide will help manage the scrap materials generated from C&D projects through recycling and source separation. Following these guidelines can help you save money and comply with City/State regulations.

For more info: [www.bsc.ca.gov/Home/CALGreen.aspx](http://www.bsc.ca.gov/Home/CALGreen.aspx)



## Hauling Services

- ⇒ Hauling services are available through the local franchised hauler, Republic Services of Salinas
- ⇒ General contractors, subs, or construction companies can self-haul by using their privately owned hauling equipment. (Section 14-11, Salinas Municipal Code).

A list of Bonafide Recyclers is available at the City's Permit Center or at [www.salinas.wastetracking.com](http://www.salinas.wastetracking.com)

**\*ALL weight receipts (recycling & disposal) MUST be retained from subs, hauling companies, or Bonafide Recyclers.\***



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1<sup>st</sup> Floor  
Salinas, CA 93901  
(831) 758-7251



271 Rianda St.  
Salinas, CA  
93901  
(831) 751-5443

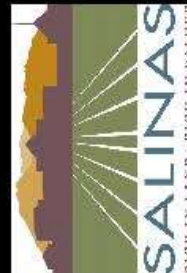


128 Sun St., Ste. 101  
Salinas, CA 93901  
(831) 775-3018  
[www.salinasvalleyrecycles.org](http://www.salinasvalleyrecycles.org)



UNDER  
CONSTRUCTION

# CONSTRUCTION & DEMOLITION WASTE REDUCTION AND RECYCLING GUIDE



# CONTRACTORS: Save Time and \$ on Your Next Job...



**Separate your Materials  
for Recycling & Save!**

## REDUCE, REUSE & RECYCLE!

Ask the local waste hauler, Republic Services how to save by separating recyclables, or if self-hauling, bring the following source-separated materials to **Sun St Transfer Station in the heart of Salinas** for a discounted rate:

- ⇒ Yard Waste
- ⇒ Wood Waste
- ⇒ Mixed Construction & Demolition Materials
- ⇒ Clean Concrete and Asphalt (with or without rebar)\*

**For Pricing and Questions Please Call:**

Republic Services: (831) 775-3840

Sun St Transfer Station: (831) 775-3000

**Recycle Cardboard, Paper, Metal and Plastics  
for FREE!**

*\*Larger clean loads of concrete and asphalt (1 ton or greater) must be taken to the Johnson Canyon Landfill, outside of Gonzales, call for more information.*



### Sun Street Transfer Station

139 Sun St  
Salinas, CA 93901

Phone: 831-775-3000

Fax: 831-755-1322

E-mail: [jannaf@svswa.org](mailto:jannaf@svswa.org)



**For more information, visit :**  
[www.salinasvalleyrecycles.org](http://www.salinasvalleyrecycles.org)

***"Working Toward a Future without Landfills"***

**Need help on your project?  
Free technical assistance is  
available, call (831) 775-3000**



**DETAIL A**  
**(FRONT)**

**Slurry Seal**

“Slurry Seal” es un sello asfáltico y es económico al pavimento para prolongar la vida de la calle. Este tratamiento evita fuertes gastos de reconstrucción en el futuro.

Debido a la cantidad de calles que se estarán haciendo el mismo día, no es posible avisarle a qué hora se tratará su calle. Por favor le pedimos paciencia, ya que la inconveniencia del mantenimiento es mucho menor que la que se necesitara si no se trata a tiempo.

Conducir o caminar sobre el pavimento con sello fresco antes de que se seque puede dañar el sello. El material es altamente adhesivo, se pega en la ropa, zapatos, alfombras, pero se puede limpiar con algunos limpiadores disponibles en cualquier tienda de auto partes. Lea y siga las instrucciones del producto que compre.

Evite dar vueltas cerradas en su auto en las calles que han sido selladas. Es preferible dar vueltas más abiertas para no dañar las calles.

Para más información por favor contáctenos a:

---

INSERT YOUR BUSINESS NAME HERE  
WITH CONTACT PHONE NUMBER AND  
BUSINESS ADDRESS

**NOTICE**

**STREET SEALING**  
**No parking 7am to 5pm**  
**MON TUE WED THUR FRI**

The \_\_\_\_\_ of this month, Slurry Seal will be placed on your street.

We're sorry for any inconvenience this may cause you. Please park and drive on adjacent streets not posted with **NO PARKING** signs. Any vehicles parked within the posted areas with **NO PARKING** will be towed at owners' expense.

Your street will be **CLOSED** unless flaggers are present to control traffic. Please avoid driving, bicycle riding, or walking on sealed streets until new surface dries. Under normal weather conditions your street will be re-opened within 3 to 5 hours after sealing is complete. Only **EMERGENCY VEHICLES** will be allowed through at any time.

Please do not permit water to run in gutter during this period.

Weather considerations, or equipment breakdowns may cause schedule changes. If your street is not completed due to any reason, you will be notified again as to the new date.

**Thank You**  
**for your cooperation and patience**

## DETAIL A (BACK)

### AVISO

#### Sello de Pavimento

Este aviso es para informarles que

---

(insert business name)

El pavimento en su calle al igual que otras calles en su área recibirán un sello asfáltico. Por favor evite estacionar su vehículo sobre su calle entre las 7:00 am a 5:00 pm en la (s) siguiente(s) fecha(s).

Su calle también tendrá avisos de **“NO PARKING” (NO ESTACIONARSE)** de 48 a 72 horas con previo aviso como recordatorio.

Le pedimos disculpas por la inconveniencia que esto le pueda ocasionar. Por favor estacione y utilice las calles que no tengan avisos de **“NO PARKING”**. Se usará grúa para remover vehículos que se encuentren dentro de las áreas que muestren **“NO PARKING”** y los gastos corren por cuenta del dueño del vehículo.

Su calle será completamente cerrada por 4 o 5 horas, al menos que se le indique de otra manera por medio de personal autorizado. Por favor no transite la calle hasta que el sello se seque completamente, esto ocurre dependiendo del tiempo, de tres a cinco horas. Solamente vehículos de emergencia podrán transitar por las calles cerradas. Por favor no permita que el agua corra por su calle durante este periodo de rehabilitación sobre su calle.

El estado del tiempo puede ocasionar cambios en el orden de trabajo, en dado caso que el tiempo no permita llevar acabo el trabajo, se le avisará nuevamente con la nueva fecha.

Muchas Gracias por su cooperación y paciencia.

### Slurry Seal

Is an asphalt seal coat that is a very economical surface treatment that prolongs the life of the asphalt by stopping erosion from water and oxidation from the sun. Timely preventative maintenance like this helps avoid extremely costly street rebuilding in the future.

Due to the number of streets scheduled, we cannot tell you the exact time your street will be done. We realize the inconvenience caused by limiting access to your street. Please consider that the inconvenience caused at this time is very small compared to what would later be required if this protection were not applied.

Driving or walking on this new material before it has cured will damage the street and will stick to your shoes, be splattered up onto your car, and will track onto concrete driveways, carpets and floors. The material is highly adhesive but can be removed from vehicles with tar removers available from local auto parts stores. Read and follow the directions from any products purchased.

Emulsion aggregate slurry seal coat will be damaged by sharp turning during the curing phase, specifically power steering turns. This can be avoided by making wide turns. Always be sure the vehicle is moving before turning the steering wheel.

#### FOR ADDITIONAL INFORMATION PLEASE CONTACT:

INSERT YOUR BUSINESS NAME HERE  
WITH CONTACT PHONE NUMBER AND  
BUSINESS ADDRESS

## DETAIL B

### City of Salinas Addendum to Caltrans SWPPP Template

#### **SWPPP Amendment 1 - Only applicable for projects not subject to Caltrans oversight.**

##### General

1. Caltrans ROW = City of Salinas ROW.
2. All references to the Construction General Permit (CGP) (CAS000002, Order No. 2009-2009-DWQ) includes all amendments to the CGP through the date of Contract acceptance.
3. All references to the Caltrans Storm Water Management Program (Caltrans Permit SWRCB Order No. 99-06-DWQ, NPDES No. CAS000003) shall be replaced with the City of Salinas Order No. R3-2012-0005 (NPDES Permit No. CA004981).
4. All references to NELs and the Lake Tahoe Hydrologic Unit are removed (unless Active Treatment Systems, as defined by the CGP Attachment F are used).
5. The approved SWPPP, all sampling results, annual and if applicable, dewatering compliance reports, shall be submitted to the City via the State Water Board's Storm Water Multi-Application and Report Tracking Systems (SMARTS) website unless the Special Provisions state otherwise.
6. All site discharges shall be sampled to ensure that sampling data is collected for every day with discharge during or after each qualifying storm event except for days where discharge occurs outside of working hours.) Note this will require more sampling than the Caltrans template specifies.

Construction monitoring, sampling, and REAP preparation shall be consistent with the Construction General Permit:

- Forecasted rain events shall not be defined by the amount of precipitation, only the probability of precipitation (i.e. eliminate 0.1-inch or more requirement from forecasted rain event definition so that it is consistent with the Construction General Permit definition of a likely storm event). This means that REAPS and pre-storm inspections will occur more frequently than the Caltrans template specifies.
- Qualifying rain event definition in template is revised to be consistent with Construction General Permit definition of a qualifying rain event (i.e. any event that produces 0.5-inches or more precipitation with a 48 hour or greater period between rain events).
- REAPS shall be prepared 48 hours prior to any likely precipitation event. REAPS shall be implemented and made available on site no later than 24 hours prior to the likely precipitation event.

SWPPP Template Section 600.5 Best Management Practices Status Report:

- This entire section is eliminated unless the Special Provisions indicate otherwise