

**SPECIFICATIONS
FOR
EAST MARKET STREET CYCLE TRACK QUICK BUILD
PROJECT**



CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901

NOVEMBER 2023

MEMBERS OF THE CITY COUNCIL

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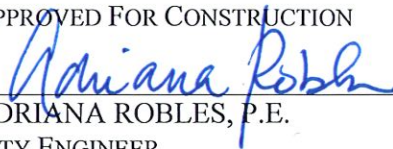
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For use in conjunction with STANDARD SPECIFICATIONS, DESIGN STANDARDS AND STANDARD PLANS (Latest Edition), City of Salinas-Engineering & Transportation Department.

APPROVED FOR CONSTRUCTION


ADRIANA ROBLES, P.E.
CITY ENGINEER


DATE

TABLE OF CONTENTS

SECTION	PAGE NO.
PART A – CITY OF SALINAS FORMS AND MEMORANDUM.....	7
INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE	9
CITY OF SALINAS FRINGE BENEFIT STATEMENT	10
CITY OF SALINAS PUBLIC WORKS PAYROLL REPORTING FORM	11
EXHIBIT 16-B: DLA SUBCONTRACTING REQUEST	12
CEM-1201: SUBCONTRACTING REQUEST	14
PART B – SPECIAL PROVISIONS	16
SECTION 1 SPECIFICATIONS AND PLANS.....	17
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS.....	17
2-1.1 GENERAL	17
2-1.2 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK.....	18
2-1.3 BID PROTEST FEE.....	18
SECTION 3 AWARD AND EXECUTION OF CONTRACT.....	19
SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES AND TEMPORARY SUSPENSION OF WORK.....	21
SECTION 5 GENERAL.....	22
SECTION 5-1 MISCELLANEOUS.....	22
5-1.1 LABOR NONDISCRIMINATION	22
5-1.2 WAGE DETERMINATION.....	22
5-1.3 DIR REGISTRATION	23
5-1.4 SUBCONTRACTING	23
5-1.5 SOUND CONTROL REQUIREMENTS	24
5-1.6 WORK TO BE DONE BY OTHERS	24
5-1.7 DISCREPANCIES	24
5-1.8 PERMITS AND LICENSES.....	24
5-1.9 INCREASE OR DECREASE QUANTITY.....	25
5-1.10 ITEMS NOT LISTED.....	25
5-1.11 LEGAL RELATIONS AND RESPONSIBILITIES AND MAINTAINING TRAFFIC	25
5-1.12 INSPECTIONS AND CONTROL OF WORK.....	29
5-1.13 CLOSING OF UNINSPECTED WORK	29
5-1.14 COORDINATION AND COOPERATION	29

SECTION	PAGE NO.
5-1.15 OPEN AND/OR TRENCH EXCAVATIONS DEEPER THAN FOUR FEET BELOW THE SURFACE.....	29
5-1.16 GRAFFITI.....	30
5-1.17 PUBLIC SAFETY.....	30
5-1.18 AREAS FOR CONTRACTOR’S USE.....	32
SECTION 6 SAFETY AND HEALTH.....	32
6-1.1 CONTRACTOR’S RESPONSIBILITY FOR SAFETY	32
6-1.2 SAFETY MEASURES	32
6-1.3 CONFINED SPACE SAFETY	32
6-1.4 PERSONAL HYGIENE	33
6-1.5 PUBLIC SAFETY AND CONVENIENCE.....	33
6-1.6 WARNINGS AND BARRICADES	33
6-1.7 FIRE PREVENTION	33
6-1.8 SAFETY HELMETS, CLOTHING AND EQUIPMENT	34
6-1.9 HAZARDOUS AREAS	34
6-1.10 EMERGENCIES.....	34
6-1.11 SUBMITTALS.....	34
6-1.12 IMPLEMENTATION	35
6-1.13 PAYMENT	35
SECTION 7 DISPOSAL	35
7-1.1 DISPOSAL OF MATERIAL OUTSIDE THE RIGHT OF WAY	35
SECTION 8 MATERIALS	37
SECTION 8-1 MISCELLANEOUS.....	37
8-1.1 GENERAL	37
8-1.2 MATERIAL TESTING.....	37
8-1.3 SUBSTITUTIONS	37
SECTION 9 DESCRIPTION OF PROJECT.....	37
SECTION 10 CONSTRUCTION DETAILS	38
SECTION 10-1 GENERAL	38
10-1.1 ORDER OF WORK.....	38
10-1.2 LEGAL.....	38
10-1.3 INSPECTION AND CONTROL OF WORK.....	39
10-1.4 FINAL INSPECTION AND CLEANUP.....	39
10-1.5 WORKMANSHIP.....	39
10-1.6 PROGRESS SCHEDULE.....	39
10-1.6A DEFINITIONS	40
10-1.6B SUBMITTALS.....	40
10-1.6C COORDINATION	41
10-1.6D PROGRESS MEETINGS	41
10-1.6E PRODUCTS.....	42
10-1.6F EXECUTION	44
10-1.7 OBSTRUCTIONS.....	44
10-1.8 UTILITY DETERMINATION.....	44

SECTION

PAGE NO.

10-1.9 COORDINATION AND COOPERATION WITH UTILITY COMPANIES AND OTHER CONTRACTORS 45

10-1.10 UNDERGROUND OBSTRUCTIONS 45

10-1.11 EXAMINATION OF SITE 46

10-1.12 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR..... 46

10-1.13 WATERING 48

10-1.14 CONSTRUCTION EASEMENTS 48

10-1.15 CONSTRUCTION SURVEYS AND STAKING 49

10-1.16 ARBITRATION..... 49

10-1.17 NOTICE OF POTENTIAL CLAIM 49

10-1.18 CLAIMS..... 50

10-1.19 PUBLIC CONTRACTS CODE 9204 PUBLIC WORKS PROJECT 50

10-1.20 PROTECTION OF SITE AND PUBLIC SAFETY 53

10-1.21 TRAFFIC CONTROL..... 53

10-1.22 DUST CONTROL..... 55

10-1.23 RECYCLING AND CLEANUP 55

10-1.24 SCHEDULE OF VALUES 56

10-1.25 PRESERVATION OF PROPERTY 56

10-1.26 ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 56

10-1.26A STORMWATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL, AND UPDATES 57

10-1.26B SWPPP IMPLEMENTATION 59

10-1.26C CONSTRUCTION SITE MANAGEMENT 62

10-1.26D PAYMENT 62

10-1.26E DEWATERING 63

10-1.27 CHANGES IN WORK..... 64

10-1.28 FINISHING ROADWAY 64

10-1.29 CLEAN UP 64

SECTION 11 ITEMS OF WORK..... 64

SECTION 11-1 GENERAL 64

11-1.1 MOBILIZATION..... 65

SECTION 12 ITEMS OF CONSTRUCTION 65

SECTION 12-1 CLOSURE REQUIREMENTS AND CONDITIONS 65

12-1.1 GENERAL 65

SECTION 12-2 CONCRETE FACILITIES 66

12-2.1 GENERAL 66

SECTION 12-3 MISCELLANEOUS FACILITIES 68

12-3.1 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)..... 68

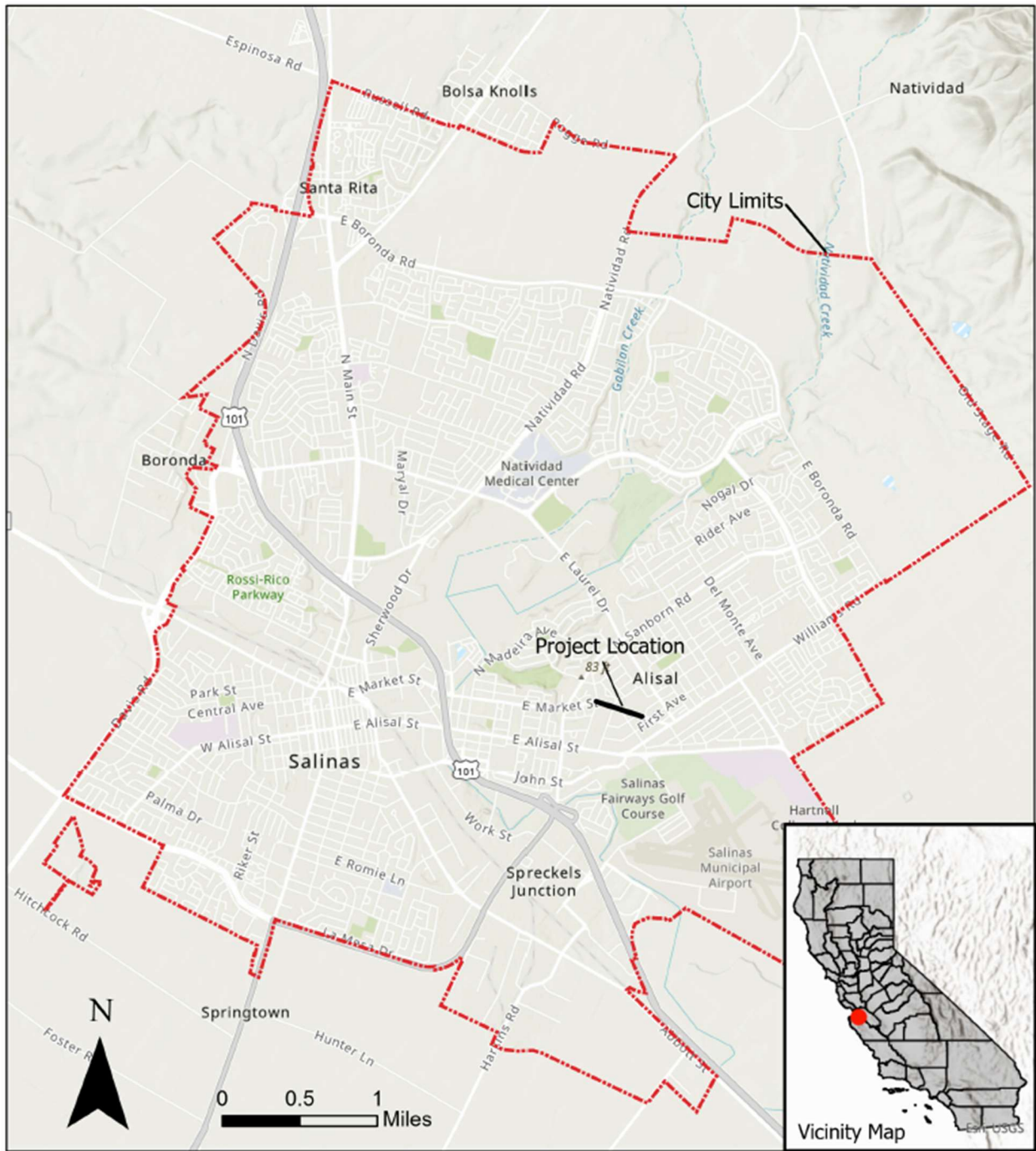
SECTION 13 SIGNING 69

SECTION 13-1 SIGNING 69

13-1.1 GENERAL 69

13-1.2 TEMPORARY TRAFFIC SIGNS AND TRAFFIC CONTROL SIGNS 69

SECTION	PAGE NO.
13-1.3 TRAFFIC SIGNS.....	69
13-1.4 PAYMENT	69
PART C – MISCELLANEOUS STANDARD PLANS AND DETAILS	71
CONSTRUCTION AND DEMOLITION (C&D) DIVERSION REQUIREMENTS AND INSTRUCTIONS.....	72
C&D WASTE REDUCTION AND RECYCLING PLAN	74
C&D WASTE REDUCTION AND RECYCLING REPORT	75
C&D WASTE REDUCTION AND RECYCLING GUIDE	77
SALINAS VALLEY RECYCLES - C&D WASTE REDUCTION AND RECYCLING FLYER	79
DETAIL A.....	81
DETAIL B	82



LOCATION MAP NTS

PART A – CITY OF SALINAS FORMS AND MEMORANDUM



CITY OF SALINAS STATEMENT OF COMPLIANCE

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).

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION FORM
CEM-2503 (REV 05/2019)



INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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 Leticia Altamirano, PW Labor Compliance Officer 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 \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____ Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	

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

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

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CITY OF SALINAS PUBLIC WORKS PAYROLL REPORTING FORM



NAME OF CONTRACTOR: OR SUBCONTRACTOR:		CONTRACTOR'S LICENSE NO.: SPECIALTY LICENSE NO.:		ADDRESS:																			
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:																			
PROJECT OR CONTRACT NO.:		PROJECT AND LOCATION:		WORKERS' COMPENSATION POLICY NO.:																			
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WTH- 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																				
		S									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O											TRAINING	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											TRAINING	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											TRAINING	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS				

Form A-1-111 (New 3-80)

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See Statement of Compliance)

EXHIBIT 16-B: DLA SUBCONTRACTING REQUEST

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA SUBCONTRACTING REQUEST
 DOT LAPM 16-B (NEW 12/2021)

Page 1 of 2

REQUEST NUMBER

CONTRACTOR NAME				COUNTY		ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER			
CITY AND STATE				ZIP CODE		FEDERAL-AID PROJECT NUMBER (from special provisions)	

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE

This section is to be completed by the resident engineer.

1. Total of bid items			\$	
2. Bid items previously subcontracted			\$	
3. Bid items subcontracted (this request)			\$	
4. Total of lines 2 and 3			\$	
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)			\$	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)			\$	

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original - Contractor Copy - Resident Engineer

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DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

CEM-1201: SUBCONTRACTING REQUEST

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING REQUEST
 CEM-1201 (REV 01/2020)

Page 1 of 2

REQUEST NUMBER

CONTRACTOR NAME		COUNTY		ROUTE				
BUSINESS ADDRESS		CONTRACT NUMBER		PROJECT IDENTIFIER NUMBER				
CITY AND STATE		ZIP CODE		FEDERAL-AID PROJECT NUMBER <i>(from special provisions)</i>				
SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Underutilized Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE

This section is to be completed by the resident engineer.

1. Total of bid items		\$	
2. Bid items previously subcontracted		\$	
3. Bid items subcontracted (this request)		\$	
4. Total of lines 2 and 3		\$	
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by 70%)		\$	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by 30%)		\$	

APPROVED

RESIDENT ENGINEER'S SIGNATURE	DATE

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SUBCONTRACTING REQUEST

CEM-1201 (REV 01/2020)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form CEM-1201 according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Office to review subcontractor licensing and registration.
- Labor Compliance Office completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS,
DISADVANTAGED BUSINESS ENTERPRISE, OR UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES.**

**PART B –
SPECIAL PROVISIONS**

**CITY OF SALINAS
PUBLIC WORKS DEPARTMENT**

EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT

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 State Standard Specifications and Standard Plans, 2022 Edition, 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.

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 - City of Salinas

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.

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. **An Exhibit 16-B Form from the Local Assistance Procedures Manual (Latest Edition) and the a CEM-1201 from the Caltrans Construction Manual (Latest Edition) must be submitted for every sub-contractor regardless of tier prior to work being performed.**

The form of Bidder's Bond mentioned in the last paragraph within the Provisions in Section 2, "Proposal Guaranty", of the City of Salinas Standard Specifications shall be found following the signature page of the Proposal.

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 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 City of Salinas 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.

A "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form is included in the proposal to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form shall be completed and returned to the City within 5 working days after bid opening.

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 Clerk'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 **120 calendar days** from the Bid opening date.

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 Completion", of the City of Salinas 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 **45 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 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 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 8-1.05 of the State Standard Specifications and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.1 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.

5-1.2 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.

5-1.3 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: [Registrations \(salesforce-sites.com\)](https://www.dir.ca.gov/OPRL/Registrations)

5-1.4 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.

Prior to Issuance of Notice to Proceed, Prime contractor shall submit the "Subcontracting Request" (Exhibit 16-B and CEM 1201), which can be found in Part D of these Specifications. All subcontractors, no matter the tier, or amount of work they will perform, shall be listed on this form. All subcontractors shall be approved prior to their work commencing.

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 contactor registration number with the Department of Industrial Relations.**
- 3. City of Salinas business license.**

5-1.5 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.

5-1.6 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.

5-1.7 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.

5-1.8 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.

5-1.9 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.**

5-1.10 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.

5-1.11 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 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.

The Contractor’s attention is directed to the Provisions in Section 7-1.01G, “Water Pollution”, of the City of Salinas 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" and Section 12-1.02, "Flagging Costs", 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 12-1.02. 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 3:30 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. **Closing of any streets will not be allowed.** 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 florescent traffic cones or portable delineators place 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 C23 (Road Work Ahead) or C24 (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 7-1.09A. 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 12-1.02, "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 Contractors 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.

5-1.12 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.

5-1.13 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.

5-1.14 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.

5-1.15 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 9-1.10 “Arbitration”, of the 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.

5-1.16 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.

5-1.17 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.

5-1.18 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, therefore.

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 used for any addition and/or deletion to that particular item of work.**

8-1.2 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 7-1.04, "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 EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT and is fully described as follows:

In general, the work shall include, but is not limited to the construction of raised concrete median cycle tracks, installation of street signs, curb markings, 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.

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 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 5-1.11, "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.**

10-1.3 INSPECTION AND CONTROL OF WORK

The Contractor's attention is directed to the Provisions in Section 5 of the City of Salinas Standard Specifications and the Provisions in Section 5-1.12 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.

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 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.

10-1.6A 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.

10-1.6B 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.

10-1.6C 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.

10-1.6D 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.

10-1.6E 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.

10-1.6F 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.

10-1.7 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 City of Salinas Standard Specifications and these Special Provisions.

10-1.8 UTILITY DETERMINATION

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.

10-1.9 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.

10-1.10 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.

10-1.11 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.

10-1.12 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR

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.

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 under Section 10-1.12 and may be recorded and submitted on CD or DVD.

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

10-1.13 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.

10-1.14 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.

10-1.15 CONSTRUCTION SURVEYS AND STAKING

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

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

10-1.16 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).

10-1.17 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", in the Standard Specifications or the notice Provisions in Section 4-1.06, "Differing Site Conditions", in the State Standard Specifications, or Section 8-1.07, "Liquidated Damages", or Section 8-1.10, "Utility and Non-Highway Facilities", in the 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.

10-1.18 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.

10-1.19 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.

10-1.20 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 City of Salinas 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.

10-1.21 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 City of Salinas 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 City of Salinas 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 City of Salinas 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 City of Salinas 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. **The City Engineer shall approve sign Plan and Detour Plan prior to the beginning of construction.**

No streets shall be closed to thru traffic. 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; 7:00-8:30 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 City of Salinas Standard Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood and shall be in accordance with the Provisions in Section 12-3.11 of the State Standard Specifications and these Special Provisions. All

temporary traffic signs shall have Diamond Grade 3-M reflective sheeting (or approved equal by the City Engineer). The reflective sheeting shall conform to the Federal Specifications L-S300A.

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 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.

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 considered as included in the price paid in the Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

10-1.22 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.

10-1.23 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.

10-1.24 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.

10-1.25 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. 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.

10-1.26 ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances, and statutes that apply to the project and any work performed pursuant to the contract. 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

10-1.26A STORMWATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL, AND UPDATES

The State's Construction General Permit ("CGP") requires the development of a Storm Water Pollution Prevention Plan ("SWPPP") be prepared by a Qualified SWPPP Developer ("QSD"). This plan shall be provided by the Contractor and is included in the Contractor's Bid proposal. The SWPPP must be submitted to the City Engineer for review and approval. All applicable environmental permits (RWQCB 401 Certification, CA Fish & Wildlife 1601, ACOE nationwide permit, etc.) shall be included as an appendix in the SWPPP.

1. No earth disturbing work shall begin until the City has approved the SWPPP, submitted an NOI and the SWPPP to the State Water Board via SMARTs and has received a Waste Discharge Identification Number ("WDID#") for the project. The SWPPP must be prepared in compliance with the CGP, the City's NPDES requirements, and Caltrans and/or CASQA BMP Fact Sheets. The plan shall conform to the requirements in the Provisions in Section 13-3.01C(2), "Stormwater Pollution Prevention Plan", State Standard Specifications, the requirements in the Caltrans BMP Handbook, and these Special Provisions.

The objectives of the SWPPP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain storm water pollution control measures, hereafter referred to as erosion control measures, to reduce to the extent feasible, pollutants in storm water discharges from the construction site during construction under this Contract.

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.

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/bmp-field-master-fullsize-final-jan03-a11y.pdf>

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 plans 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 SWPPP shall incorporate control measures in the following categories:

1. Soil stabilization practices
2. Sediment erosion control practices
3. Sediment tracking control practices
4. Wind erosion control practices
5. Non-storm water management, materials management, and waste management and disposal control practices.

The Contractor shall consider these objectives and their minimum requirements for each of the above categories as presented in these Manuals. When minimum requirements are listed for any category, the Contractor shall incorporate all of the listed minimum controls required into the SWPPP and implement these on the project site in order to meet the stormwater pollution 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 SWPPP 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.

Within 30 calendar days after the approval of the Contract, the Contractor shall **submit two (2) copies of the SWPPP** to the City Engineer. The Contractor shall allow 7 calendar days for the City Engineer to review the plans. If revisions are required, as determined by the City Engineer, the Contractor shall revise and resubmit the SWPPP and/or SWCP within 7 calendar days of receipt of the City Engineer's comments

and shall allow 7 calendar days for the City Engineer to review the revisions. Upon the City Engineer's approval of the SWPPP, three (3) additional copies of the plans incorporating the required changes shall be submitted to the City Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the SWPPP. In order to allow construction activities to proceed, the City Engineer may conditionally approve the SWPPP while minor revisions or amendments are being completed.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the City Engineer. The SWPPP shall also be amended if the plan has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the City Engineer in the same manner specified for the initially approved SWPPP. Amendments shall be dated and attached to the on-site SWCP document. The Contractor shall keep a copy of the SWPPP, together with updates, revisions, and amendments in a binder at the project site.

10-1.26B SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the **Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures.** This plan must be in place prior to and maintained during construction operations in accordance with City of Salinas Municipal Code Chapter 29 "Stormwater Management and Discharge Control" and City of Salinas Standard Specifications Section 13 "Design Standards for Erosion and Sediment Control".

Unless otherwise directed by the City Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with the Provisions in Section 8-1.06, "Suspensions", of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures shall be specified in the SWPPP and are included in these Special Provisions. Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided.

The requirements of the CGP and the project SWPPP 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 CGP permit shall be implemented at the appropriate level and in a proactive manner during all seasons until the project is deemed complete. **Weekly inspections are required throughout the life of the project. Completed QSP inspection forms shall be submitted** to the City Engineer via cipstormwater@ci.salinas.ca.us on a weekly basis.

Additional information on the CGP can be found at the State Water Resources Control Board website: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

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 a copy of the SWPPP onsite at all times; the SWPPP shall be up-to-date and include a copy of all QSP inspections.
- 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 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.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than **20 calendar days** prior to the beginning of the rainy season (Oct 1) or upon start of applicable construction activities for projects which begin either during or within **20 calendar days** of the rainy season.

Throughout the rainy season, Oct 1 – Apr 30, the active, soil-disturbed area of the project site shall be no more than 2.5 acres. The City Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site **before the onset of precipitation**. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to **125%** of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the SWPPP.

Throughout the rainy season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil-disturbing activities are expected to be discontinued for a period of **20 or more calendar days**, and the areas are fully protected. Areas that shall become inactive either during the rainy season or within **20 calendar days** thereof shall be fully protected with soil stabilization practices, and sediment control measures within **10 calendar days** of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the rainy season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless precipitation is not predicted through the following workday. Stockpiles, however, must be covered by the end of each workday during the rainy season. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the City Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management, materials management, and waste management and disposal. This specific project shall require that Contractor prevent any concrete, cement slurry, soil or other material to go into the Stormwater Drainage system. After pouring concrete for foundation and trench, Drum truck shoot and other concrete instruments shall be cleaned in a designated concrete washout area per Caltrans Construction BMP WM-08 and the washout contents disposed of in a proper location.

The City Engineer may order the suspension of construction operations creating water pollution if the Contractor fails to conform to the requirements of this Section as determined by the City Engineer.

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.

10-1.26C CONSTRUCCION 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 reinitiate 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.salinas.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.

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 shall be at no additional cost to the City of Salinas.

10-1.26D PAYMENT

Payment for **Stormwater Pollution Prevention Plan Preparation**, shall be for the development of a SWPPP, prepared by a Qualified SWPPP Developer (QSD) in accordance with the State’s Construction General Permit (CGP) and shall include updates, revisions, and amendments, as necessary, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain system, or when deemed necessary by the City Engineer.

Payment for **Construction Site Management** shall include all labor, materials, tools, equipment, incidentals, all work, efforts, and inspections (including inspections by a certified Qualified SWPPP Practitioner (QSP), in accordance with the SWPPP’s visual monitoring program and a chemical monitoring program for “non-visible” pollutants to be implemented if there is a failure of the BMP’s) involved in the **implementation of a project’s SWPPP** 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 all

site BMPs and pollution prevention practices at the job site. Payment shall be included in the Contract lump sum price 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 SWPPP 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 City of Salinas 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.

10-1.26E 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 City of Salinas 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-al ly.pdf>

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

10-1.27 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.

10-1.28 FINISHING ROADWAY

Finishing roadway shall conform to the Provisions in Section 22, “Finishing Roadway”, of the State Standard Specifications.

10-1.29 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, City of Salinas 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 or other improved areas.

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, City of Salinas 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 prices paid for the various Contract items in the Proposal and no additional compensation shall be allowed, therefore.

SECTION 12 ITEMS OF CONSTRUCTION

SECTION 12-1 CLOSURE REQUIREMENTS AND CONDITIONS

12-1.1 GENERAL

Lane closures shall conform to the Provisions in Section 5-1.11, "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 81.07, "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 his/her 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 8-1.07, "Delays", and compensation for the delay shall be determined in conformance with the Provisions in Section 8-1.07 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 12-2 CONCRETE FACILITIES

12-2.1 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 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 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 2015 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.

12-2.2 CONSTRUCT CONCRETE RAISED MEDIAN ISLAND

Concrete raised median island shall conform to the Provisions in Section 73, “Concrete Curbs and Sidewalks”, and 90, “Portland Concrete Cement”, of the City of Salinas Standard Specifications and these Special Provisions. Concrete shall be poured above existing asphalt pavement as shown on the Plans.

Concrete raised median island curb shall be per City of Salinas Standard Plan No. 13 and 14 and as shown on the Plans.

12-2.3 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 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 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 Square 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 “A” curb shall include form work; finish, and placement; 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 “A” curb. Payment for the construction of new concrete Type “A” curb shall be included in the Contract unit price per Linear Foot for “*Minor Concrete (Curb) (Salinas Std Plan No. 1, Type A); Complete-In-Place*” 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 Type “C” Curb and Gutter shall include; form work; finish, placement, and compaction of 6” Class II aggregate base; paint binder; furnish and placement of class 3 concrete; slip dowels; furnish and placement of 3/8” expansion joint filler; concrete depressed curb and gutter for ADA pedestrian access ramp; and other appurtenances required for a complete-in-place curb and gutter. Payment for the construction of new concrete Type “C” curb shall be included in the Contract unit price per Linear Foot for “*Minor Concrete (Curb and Gutter) (Salinas Std 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; Vitriified 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 Lump Sum for “*Curb Ramp (Caltrans Std Case B) and Curb Ramp (Caltrans Std Case C); complete-in-place*” and 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 Hardscape); Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the construction of new commercial driveway approach shall be in the Contract unit price per square foot under Contract item, *Minor Concrete (Driveway Reconstruction); Complete in Place*”, as listed in the Proposal and shall include all labor, material and tools for wire mesh, six (6) inch class 3 concrete, sidewalk at the driveway, and four (4)” Class 4 Aggregate Base, concrete finish, furnish and placement of three-eighths inch (3/8”) expansion joints and fillers; complete in place and no additional compensation will be made.

SECTION 12-3 MISCELLANEOUS FACILITIES

12-3.1 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 State 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

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 for traffic sign and post and

brackets shall be included in the Contract complete-in-place and as listed in the Proposal 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 complete-in-place and as listed in the Proposal and no additional compensation shall be allowed, therefore.

**PART C –
MISCELLANEOUS STANDARD PLANS AND DETAILS**



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 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.



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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: _____
Type of Project: **New Construction** **Alteration** **Demolition** **Roofing** **Other**
Project Description: _____

1. What materials will be generated by your project?

	Asphalt		Bricks/Rock		Cardboard
	Concrete/Cement		Dirt/Clean Fill		Drywall/Sheetrock
	Glass/Windows		Lumber/Wood		Metals
	Mixed C&D		Roofing Materials		Salvaged Items
	Other (Specify)				

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)



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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
Inert Materials						
<i>Example: Concrete</i>	18.43 tons	<i>N/A</i>	X		<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				
INERT TOTAL		100% Diversion				
	A	B				
C&D Debris						
Cardboard						
Drywall / Sheetrock						
Glass / Windows						
Lumber / Wood (clean)						
Metal						
Mixed C&D materials*						
Plastic						
Trash	N/A					
Yard waste / Landscaping						
Other:						
Other:						
C&D DEBRIS TOTAL			C&D Debris Diversion Rate (percentage) (A)/(A+B) x 100			Over 65% = C&D DEBRIS COMPLIANCE

*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.calrecycle.ca.gov/Fact/Conversion1.pdf

For more conversion factors for C&D materials visit: <http://www.calrecycle.ca.gov/LGCentral/Library/DSG/ICandD.htm>

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



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 14-1.1, Salinas Municipal Code).

A list of Bonafide Recyclers is available at the City's Permit Center or at www.salinas.waste-tracking.com

ALL weight receipts (recycling & disposal) MUST be retained from subs, hauling companies, or Bonafide Recyclers.



65 W. Alisal St.,
1st 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

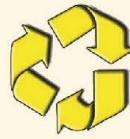


CONSTRUCTION & DEMOLITION WASTE REDUCTION AND RECYCLING GUIDE



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

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.

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



**Need help on your project?
Free technical assistance is
available, call (831) 775-3000**

For more information, visit :
www.salinasvalleyrecycles.org



"Working Toward a Future without Landfills"

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 avisara 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 though 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