

# SPECIFICATIONS FOR COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES



CITY OF SALINAS  
200 Lincoln Avenue  
Salinas, CA 93901

MAY 2025

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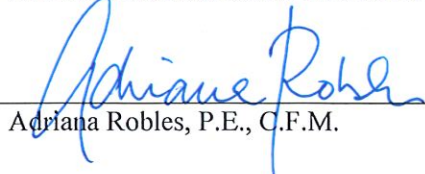
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For use in conjunction with STANDARD SPECIFICATIONS, DESIGN STANDARDS AND STANDARD PLANS (Latest Edition), City of Salinas - Public Works Department, the most current approved version of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) relating to signage and pavement markings, and the 2024 State of California Department of Transportation, Standard Specifications (For Construction of Local Streets and Roads).

APPROVED FOR CONSTRUCTION

  
Adriana Robles, P.E., C.F.M.

5/30/25  
Date

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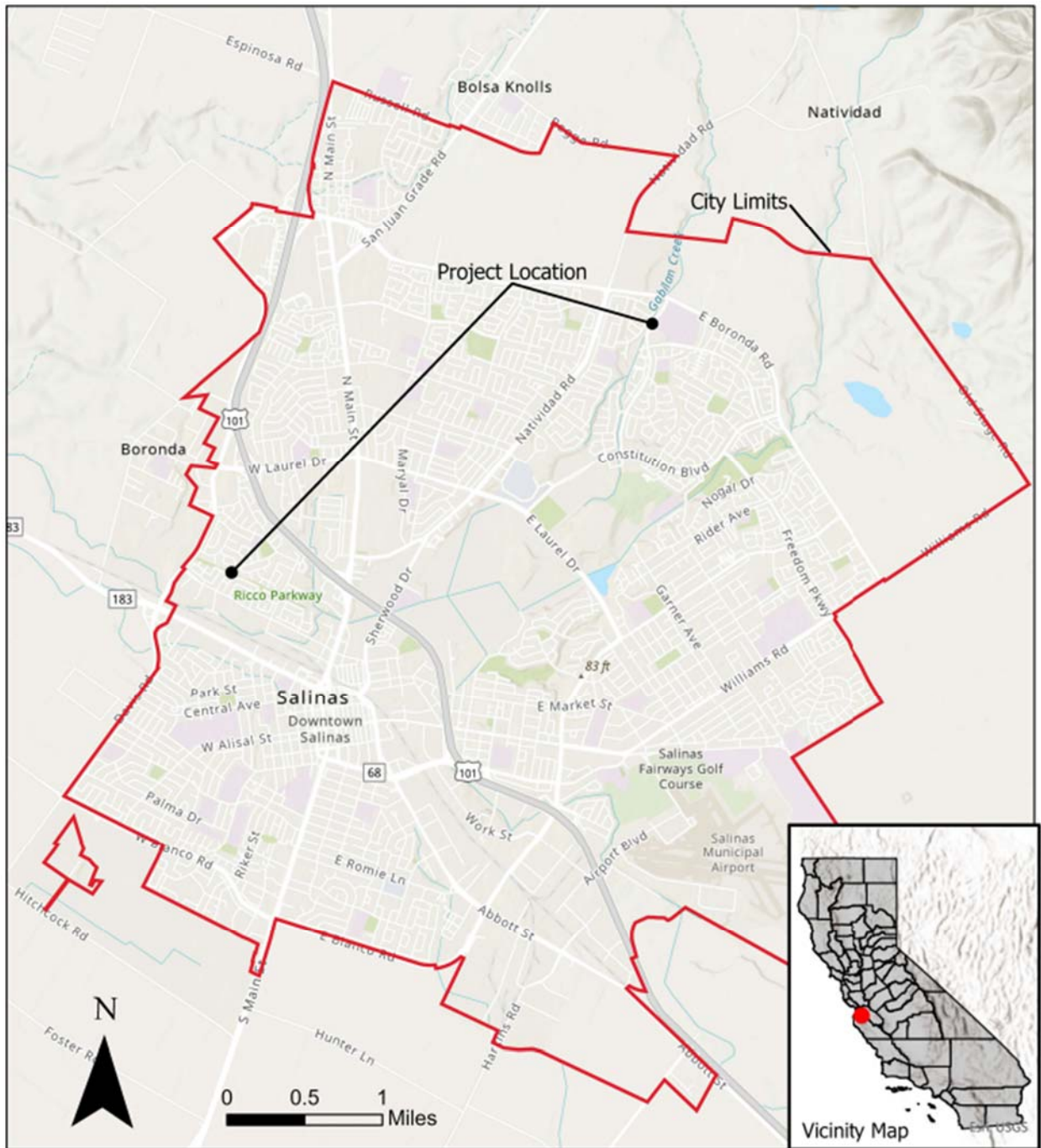


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# LOCATION MAP



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## NOTICE TO BIDDERS

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

### COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES

A scanned copy of the Bid’s proposal package (“Bids”) for the above-mentioned work shall be submitted electronically via PlanetBids. Bids will only be received until **2:00 PM** Pacific Standard Time on **July 1, 2025**, at which time or thereafter said bids will be electronically opened and read aloud via Zoom. It is the Bidder’s responsibility to ensure that said Bid shall be fully uploaded/transmitted via the PlanetBids website, prior to the aforementioned designated date and time. The City’s Clerk’s Office will not be accepting paper bids.

Join Zoom Meeting

<https://cityofsalinas.zoom.us/j/85333588527?pwd=Z73DD84uDTbj9tozU2M7u2skkzmlpk.1>

Meeting ID: 853 3358 8527

Passcode: 117842

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One tap mobile

+16699006833,,85333588527#,,, \*117842# US (San Jose)

+16694449171,,85333588527#,,, \*117842# US

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Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

## NOTICE TO BIDDERS – cont.

- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)

Meeting ID: 853 3358 8527

Passcode: 117842

Find your local number: <https://cityofsalinas.zoom.us/j/kdSIsIMO67>

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

**Scope of Work:** In general, the work consists of the construction of one (1) traffic circle, one (1) raised crosswalk, furnishing and installation of detectable warning surfaces, curb drains, drainage channels, street signs on new poles/posts, removal of existing pavement markings, removal of existing asphalt concrete pavement, removal of existing concrete ramps and sidewalk, new concrete sidewalk, new striping and pavement markings, and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

### AUXILIARY AIDS AND SERVICES

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

### STATE LICENSING REQUIREMENTS

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

**Contractor shall possess a Type Class A (General Engineering) issued by the California Contractor's State License Board (CSLB) or other license qualifying the Bidder to Bid as a prime Contractor prior to SUBMITTAL of Bid and the license must be valid prior to award and throughout the Contract. Subcontractors shall possess the license appropriate for their classification of work.**

A Bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1771.1. Per Division 2, Part 7, Chapter 1, Article 1, Section 1771.1 of the California Labor Code, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of

## NOTICE TO BIDDERS – cont.

Section 4104 of the Public Contract Code or engage in 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 the Department of Industrial Relations (“DIR”) in order to be awarded and to perform work on public works projects. The following is the link to DIR’s Contractor Registration searchable database: [Contractors - DIR Services \(ca.gov\)](https://www.dir.ca.gov/Contractors-Registration-Searchable-Database.htm)

In addition, the successful Bidder and all Subcontractors must have a valid City of Salinas business license before the commencement of work (<https://www.cityofsalinas.org/Business/Business-Licenses-and-Home-Based-Business-Permits>).

## PREVAILING WAGES

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

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

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

## GENERAL CONTRACT TERMS

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

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

Each Bid shall be in accordance with the Plans and Specifications on file, submitted on the Proposal form furnished and accompanied by a certified or cashier’s check or Bid Bond made payable to the City of Salinas, for an amount equal to or at least ***ten percent (10%)*** of that amount of the Bid, such guaranty to be forfeited should the Bidder to whom the Contract is awarded fail to enter into Contract within ***15 calendar days*** after notification of the award of Contract to the Bidder. The Contractor shall diligently prosecute the



work to completion on or before the expiration of **40 working days** (this does not include the allotted for materials submittals, the ordering and receiving of materials) after said notification.

## **PROJECT PLANS & SPECIFICATIONS AND PLANET BID REGISTRATION**

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

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

Bidders can register as a Prospective Bidder in two ways:

- (1) Bidders are encouraged to register for **FREE** through **PlanetBids Vendor Portal for the City of Salinas** at [PlanetBids Vendor Portal](#),
- (2) Bidders may also register to PlanetBids’ website directly for a **FEE** at [VendorLine - Connecting Vendors and Contractors to Bid Opportunities \(planetbids.com\)](#) and sign up for City of Salinas bid opportunities. The link “View Current Construction Projects Out for Bid” on the City of Salinas website listed below will take you to the registration page on the PlanetBids Vendor Portal for the City of Salinas website: [Construction Projects - City of Salinas](#).

All Project Plans and Specifications are available for download on PlanetBids through the City of Salinas website, [Construction Projects - City of Salinas](#).

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

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

STANDARD SPECIFICATIONS, DESIGN STANDARDS AND STANDARDS PLANS, 2008 Edition and subsequent revisions, City of Salinas, Public Works Department (herein referred to as the “Standard Specifications” ) may be downloaded on the City of Salinas website at: [revised2008citystandards.pdf \(cityofsalinas.org\)](#)

**Any and all Addenda to the Contract Documents shall only be issued electronically through the PlanetBids Vendor Portal website and ONLY Bidders who are registered Prospective Bidders online at the PlanetBids Vendor Portal website as having received a set of Plans and Specifications. The City shall not be responsible for issuance of said Addenda to non-registered Plan holders.**

### **SUBSTITUTION OF SECURITIES**

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

### **BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bid collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

### **CONSTRUCTION ESTIMATES AND CAD FILES**

Pursuant to the General Contract Terms of the Notice to Bidders, a bid bond based on 10% of the bid amount is required. Until bids are opened, the engineer's estimate, fund allocation and any other portion of the project estimate are not public information. The release of this construction estimates and/or CAD files, prior to award, may compromise the integrity of the competitive bidding process.

The bid tab will be published at project award.

**PART A –  
BID CONTRACT DOCUMENTS**

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

# PROPOSAL

FOR

## COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES

SALINAS, CALIFORNIA

FROM:

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

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

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

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

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

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

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

City of Salinas  
Salinas, California

Gentlemen/Ladies:

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

☐ **By checking this box, the Bidder hereby affirms it meets the requirements set forth under Chapter 12 Article III A-Local Purchasing Preference. All Local Contractors must have a Declaration of Local Business Enterprise form filed with the City of Salinas Finance Department. Refer to link for requirements <https://www.cityofsalinas.org/Business/Bids-and-RFQs/Bidding-Basics> and [Declaration of Local Business Form](#).**

PROPOSAL – cont.

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

**COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES**

**PROPOSAL ITEMS**

**BASE BID**

Item No.	Item Description	Approx. Quantity	Unit of Measure	Unit Price	Total
1	Mobilization	1	LS		
2	Temporary Traffic Control	1	LS		
3	Furnish and Install Traffic Circle, Complete-In-Place	1	LS		
4	Furnish and Install Raised Crosswalk, Complete-In-Place	1	LS		

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

Contractor shall provide a schedule of values for all lump sum items of work listed in the Proposal and noted in the Special Provisions. The schedule of values shall be submitted to the City Engineer for approval within **15 calendar days** after the Contract has been awarded.

**NOTE:** For Bid package to be VALID: (1) the Bidder must submit a Bid for all Base Bids, and all Additive Alternatives; (2) the Bidder must submit all completely executed and signed City of Salinas forms; and (3) the Contractor and all Subcontractors shall have valid, current and active Contractor's license(s) for the classification(s) of work performed and be registered with the DIR pursuant to Labor Code section 1725.5, and the license(s) must be valid prior to the award of Contract and throughout the Contract as approved by Council. In addition, the contractor and all subcontractors must have a valid City of Salinas Business License prior to commencement of work.

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

1. Complete Proposal signed and dated.
2. Signed Addendum (if any).
3. Bidder's Bond.

PROPOSAL – cont.

4. Bidder's Statement of Financial Responsibility Technical Ability and Experience.
5. Insurance Certification.
6. Non-Collusion Declaration of Contractor.
7. Bidder's Statement of Subcontractors – Part I (The Contractor and all Subcontractors shall have valid, current, and active Contractor's licenses for the classification of work performed, prior to submittal of Bid, during Award, and throughout the Contract).

If the Bidder's Statement of Subcontractors – Part I is not submitted, it shall be assumed that the Contractor shall do all the work herein specified. All prospective Contractors may use the website <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/checklicense.aspx> to check each Subcontractor's license status and the DIR's Contractor Registration searchable database [Contractors - DIR Services \(ca.gov\)](https://www.dir.ca.gov/Contractors-DIRServices) to verify each Subcontractor's registration status.

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

8. Bidder's Statement of Subcontractors – Part II
9. Non-Collusion Declaration of Subcontractor
10. Statement of Good Faith Effort for Local Hires
11. Bidder's List for the City of Salinas Public Works Department. The Prime Contractor shall submit original(s). All Subcontractor(s) shall submit original (s) or faxed copy (copies)

**Failure to comply with these requirements may result in the forfeiture of the Bidder's rank in the Bid process.**

**The City shall award the contract to the lowest responsive and responsible Bidder, if a contract is awarded.** The basis of award shall be the lowest Total Base Bid, as noted on the Proposal. This does not preclude the City from adding to or deleting from the contract, any of the bid items after the lowest responsible bidder had been determined. The City further reserves the right to award or reject the Base Bid or any item(s) within, depending on available funding.

Also, the award of the Contract, if it be awarded, shall be to the lowest responsive and responsible Bidder whose Proposal complies with all the requirements prescribed and who has met or has demonstrated, to the satisfaction of the City of Salinas adequate good faith efforts to do so.

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

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the Design Standards, Standard Specifications and Standard Plans, 2008 Edition and subsequent revisions, City of Salinas Public Works Department, and the 2024 State of California, Department of Transportation, Standard Specifications herein referred to as the "State Standard Specifications" and the most current approved version of the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any

PROPOSAL – cont.

portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

Each Bid shall be in accordance with the Plans and Specifications adopted therefore, submitted on the Proposal form furnished and accompanied by a certified or cashier's check or Bid Bond made payable to the City of Salinas, for an amount equal to at least ***ten percent (10%)*** of that amount of the bid, such guaranty to be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within ***15 calendar days*** after notification of the award of Contract to the Bidder. The Contractor shall diligently prosecute the work to completion on or before the expiration of ***40 Working Days*** (this does not include the allotted for material submittals after said notification).

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

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

Enclosed herein is a (Bidder's bond, certified check, or cashier check) for not less than ***10%*** of the total amount of the Proposal and the undersigned agrees that, in case of their default in executing the Contract and the necessary bonds after awards and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the City of Salinas as liquidated damages.

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

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

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

**License No.:** \_\_\_\_\_ **DIR Registration No.:** \_\_\_\_\_

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

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



PROPOSAL – cont.

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

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*Business Address*

Signature of Bidder:\_\_\_\_\_

*(Signature in blue ink)*

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

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

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

PHONE NUMBER

[illegible]

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

# NON-COLLUSION DECLARATION OF CONTRACTOR

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

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

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

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

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

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

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

Signed \_\_\_\_\_

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

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

## INSURANCE CERTIFICATION

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

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

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

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

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

Signature of Bidder:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## BIDDER'S STATEMENT OF SUBCONTRACTORS – PART I

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

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

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

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

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

SIGNED \_\_\_\_\_

*(Signature)*

*(Date)*

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

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

## BIDDER'S STATEMENT OF SUBCONTRACTORS – PART II

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

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

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

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

The Contractor and all Subcontractors shall have valid Contractor's licenses for the classification of work performed, at time of award of Contract, and throughout the Contract. **All prospective Contractors may use the website <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor's license status and expiration dates.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Contractor shall provide all Subcontractor information requested above.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Contractor shall provide all Subcontractor information requested above.*

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

(Signature)

(Date)

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



## NON-COLLUSION DECLARATION OF SUBCONTRACTOR

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

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

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

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

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

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

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

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

Signed \_\_\_\_\_

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

***Attach Notary Acknowledgment***

# STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE

For

The City of Salinas  
Public Works Department

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

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

Project Title: \_\_\_\_\_

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

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

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

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

Yes ☐ No ☐

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

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

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

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

***Attach Notary Acknowledgment***

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

## Bidder's List Collection Form

[Note: § 26.11(c) requires Recipients to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.]

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1M million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

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

# GENERAL INSTRUCTIONS TO LOW BIDDERS

## BIDDER'S SIGNATURES

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

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

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

- (F) If the Bidder is any legal entity other than an individual or corporation, documentation must be submitted which establishes that the individuals have the legal authority to bind the legal entity of the Bidder.

## GENERAL INSTRUCTIONS TO LOW BIDDER – cont.

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

## BIDDER'S/CONTRACTOR'S SECURITY

All Bidders' security (including Bid Bond, Performance Bond, Labor and Materials Bond, and any other required bond) shall be in one of the following forms:

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

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

## BOND OF FAITHFUL PERFORMANCE

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

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

passed \_\_\_\_\_, 20\_\_\_\_, has been awarded to \_\_\_\_\_ hereinafter designated as "Principal," a Contract for constructing

### COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES

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

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

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

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

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

BOND OF FAITHFUL PERFORMANCE - cont.

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

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

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

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

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

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

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

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

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

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

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

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

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



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

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

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

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

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

**COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES**

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

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this

PAYMENT BOND - cont.

bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

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

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

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

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

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

**(Attach Notary Acknowledgment)**

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

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

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

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

**(Attach Notary Acknowledgment)**

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

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

# AGREEMENT

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

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

## WITNESSETH

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

### **COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES**

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

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

- a. Notice to Bidders.
- b. Signed and executed Bid and Proposal of Contractor, and if any signed Addendum, as accepted by City.
- c. Bidder's Statement of Financial Responsibility, Technical Ability and Experience.
- d. Non-Collusion Declaration of Contractor.
- e. Insurance Certification.
- f. Bidder's Statement of Subcontractors – Part I.
- g. Bidder's Statement of Subcontractors – Part II.
- h. Non-Collusion Declaration of Subcontractor.
- i. Statement of Good Faith Effort for Local Hire.
- j. Bidder's List for the City of Salinas Public Works Department.
- k. Completely executed and signed City of Salinas forms.
- l. Instructions to Successful Bidder and General Conditions.
- m. Performance Bond.
- n. Payment Bond (Labor and Materials Bond).
- o. The aforesaid Plans and Specifications.
- p. Design Standards and Standard Specifications and Standard Plans, 2008 Edition, or as amended, or otherwise indicated in the specifications.
- q. 2024 State of California Department of Transportation, Standard Specifications (For Construction of Local Streets and Roads), and latest edition.
- r. California Manual on Uniform Traffic Control Devices (Latest Edition).

**s. this Agreement.**

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement, and as set forth in the Proposal adopted by the City of Salinas, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Salinas, and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the Provisions of this agreement and the requirements of the City Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

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

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

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

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

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

Contractor shall indemnify and save the City of Salinas, its officers, agents, and employees harmless against all claims for damages to person or property arising out of Contractor's execution of the work, or otherwise by the conduct of the Contractor or its employees, agents, Subcontractors, or others (including the active and passive negligence of the City, its officers, agents, and employees) in connection with the execution of

the work covered by this Contract and any and all costs, expenses, attorney's fees, and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the sole negligence or willful conduct of the City, its officers, agents, or employees. Further, Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

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

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

**EIGHTH:** The Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

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

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

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

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

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

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

**TENTH:** Contractor agrees to comply with all requirements of the City of Salinas Local Hiring Preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, which hereby establishes local hiring requirement procedures on Public Works Contracts, with respect to person(s) hired directly by the Contractor and all persons hired by the Contractor's Subcontractor(s).

AGREEMENT – cont.

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

CITY OF SALINAS, A Municipal Corporation

ATTEST:

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

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

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

*(Attach Notary Acknowledgment)*

*Contractor (signature in blue ink)*

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

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

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

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

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

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

## **CERTIFICATE INSURANCE REQUIREMENTS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

### ***Self-Insured Retentions***

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

### ***Other Insurance Provisions***

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Acceptability of Insurers***

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

### ***Waiver of Subrogation***

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

### ***Verification of Coverage***

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



### ***Subcontractors***

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

### ***Maintenance of Insurance***

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

### ***Special Risks or Circumstances***

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

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

## LABOR LAW REQUIREMENTS

## Attachment B

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR’s website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Copies of the prevailing rate of per diem wages are on file at City’s Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.

2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards’ (“DAS”) Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).

**Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices** include forfeitures and debarment under Labor Code §§1775 and 1777.7.

3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records (“CPRs”) pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR’s Electronic Certified Payroll Reporting (“eCPRs”) database** (<https://services.dir.ca.gov/gsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement when that work is in an excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

See [Public Contracts Code §4104](#).

5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: <http://www.dir.ca.gov/wpnodeb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

**OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

## PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

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

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

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

*Check One Of The Boxes Below*

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

Signature

Date

Typed Name

Title

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

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

**APPENDIX J: STATEMENT OF COMPLIANCE (CERTIFICATION)**

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

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:

(a) ☐ Specified in the applicable wage determination incorporated into the contract;

(b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.

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

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

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

(b) ☐ Have been paid directly to the listed employee(s), except as noted below.

(c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS	
NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in Code of Federal Regulations, Title 29, Part 3. Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).

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

**APPENDIX K: INSTRUCTION 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 other** 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 Cindy Lagman, PW 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 \$	
	Pension \$	
Subsistence and/or Travel Pay	Apprentice or Training Fees \$	
\$	Other \$	

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

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

***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

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





## PUBLIC WORKS PAYROLL REPORTING FORM

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

NAME OF CONTRACTOR:  
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:  
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

PROJECT OR CONTRACT NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY								(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK  CHECK NO.	
			M	T	W	TH	F	S	S															
			DATE																					
			HOURS WORKED EACH DAY																					
		S								0		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				
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		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 = 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 reverse side)

***[THIS PAGE LEFT INTENTIONALLY BLANK]***

# LOCAL HIRING ADMINISTRATIVE MEMORANDUM 98-2

(Updated 07/20/98)

(Updated 03/01/03)

**EFFECTIVE DATE:** June 19, 1998

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

## **PURPOSE:**

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

## **GENERAL POLICY AND PROCEDURE:**

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

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

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

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

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

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

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

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

A good faith effort on the part of the Contractor or Subcontractor shall include a review of the current local hire requirements and existing staffing for compliance with the requirements. If they are not in compliance, or need to do additional hiring for the project, the Contractor or Subcontractor shall, at a minimum, perform all of the following hiring and documentation efforts:

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

**E. NOTICE TO SUBCONTRACTORS:**

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

**F. REQUIRED DOCUMENTATION:**

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

1. Statement Of Good Faith For Local Hire

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

2. Local Hiring Residency Compliance Form

During the term of the Contract, a Local Hiring Residency Compliance Documentation form shall be completed, signed and submitted with each weekly prevailing wage statement as required in the Plans and Specifications of the project.

**G. TRACKING AND MONITORING:**

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

**H. ENFORCEMENT:**

If the inspector and/or Public Works Contract administrator for the project have cause to believe there have been violations to the Local Hiring Ordinance, or any other term of the Contract, there shall be an investigation of the issue. Should the investigation show that violations have occurred, a written

Finding of Noncompliance can be presented to the Contractor and subsequently to the Council, along with a Declaration of Irresponsibility, asking the Council to support the findings and issue the Declaration. The Contractor shall be notified at least 10 calendar days prior to the Council meeting and has the right to appeal the findings to the Council. (See Salinas City Code Sections 12-34 through 12-37)

**I. CONFLICT:**

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

# LOCAL HIRING RESIDENCY COMPLIANCE DOCUMENTATION

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

**Project Title:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**For The Pay Period Ending:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
**Signature**

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

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

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

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

# PUBLIC WORKS DEPARTMENT BID PROTEST

## City of Salinas

Bidder's attention is directed to the, "CITY OF SALINAS SPECIAL PROVISIONS SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS", Subsection 2-1.04.

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

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

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

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

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

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

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

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

Please be as specific as possible:

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

Please be as specific as possible:

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

\_\_\_\_\_  
*Signature in blue ink*

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

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

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

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

# CITY OF SALINAS NOTICE OF POTENTIAL CLAIM

## FOR CITY USE ONLY

DC-CEM-6201 (REV 7/00)

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

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

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

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

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

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

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

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

For Subcontractor notice of potential claim

This notice of potential claim is acknowledged and forwarded by

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

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

CEM-6201 (REV. 7/00)



**EXHIBIT 16-B SUBCONTRACTING REQUEST**

CONTRACTOR NAME				COUNTY		ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER			
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER		
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME		E. CERTIFIED DBE		F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA- 1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor's Signature	Date
------------------------	------

This section is to be completed by the resident engineer.

- |   |       |    |       |
|---|-------|----|-------|
| 1. Total of bid items   |       | \$ | _____ |
| 2. Contractor must perform with own forces (line 1 X contract req. %)       | _____ | \$ | _____ |
| 3. Bid items previously subcontracted (taken from previously approved 16-B) |       | \$ | _____ |
| 4. Bid items subcontracted (this request)                                   |       | \$ | _____ |
| 5. Total bid items subcontracted (line 3 plus 4)                            |       | \$ | _____ |
| 6. Balance of work contractor to perform (line 1 minus 5)                   |       | \$ | _____ |

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OCR- [smallbusinessadvocate@dot.ca.gov](mailto:smallbusinessadvocate@dot.ca.gov) or fax to (916) 324-1949

**PART D –  
SPECIAL PROVISIONS**

**CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

**COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING  
DEVICES**

**SECTION 1 SPECIFICATIONS AND PLANS**

All work to be done under this Contract shall conform to the applicable requirements of the STANDARD SPECIFICATIONS, DESIGN STANDARDS, AND STANDARD PLANS, Latest Edition and subsequent revisions, City of Salinas, Public Works Department, herein referred to as the “Standard Specifications”. The most current approved version of the California Manual of Uniform Traffic Control Devices (CA-MUTCD), and the State Standard Plans and Specifications, 2024 Edition.

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.

**In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:**

1. Addenda, if any, with later date having precedence over those of earlier date.
2. These Special Provisions.
3. Standard Specifications.
4. State Standard Specifications.

**In the case of an inconsistency between Plans and Specifications or within either Document not clarified by addendum, the more elaborate, greater quantity and better quality of work shall be provided unless Owner elects to proceed with a change order for the work at a reduction or increase, as applicable, in the Contract Price.**

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

**State – California Department of Transportation**

**Department - City of Salinas**

**City - City of Salinas**

**Local Public Agency - City of Salinas**

**Owner - City of Salinas**

**Engineer – City Engineer**

## SECTION 2 BIDDING

### **2-1.01      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 must 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 name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions by using unauthorized subcontractors or by making unauthorized substitutions.

In addition, each Proposal shall have listed therein the portion of work that shall be done by each Subcontractor listed. A sheet for listing the Subcontractor is included in the Proposal.

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

### **2-1.02      APPROXIMATE ESTIMATE**

The quantities given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

### **2-1.03      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 PlanetBids website. Responses will be issued by Addenda electronically online 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 2-1.06 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 2-1.07 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 their assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

#### **2-1.04      DIR REGISTRATION**

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

All Contractors (prime and subs) must possess and maintain such registration with DIR in order to be awarded and to perform work on public works project. The following is the link to DIR's Contractor Registration searchable database: <https://efiling.dir.ca.gov/PWCR/Search.action>.

#### **2-1.05      SUBCONTRACTING**

The percentage of work a prime contractor is required to self-perform is thirty percent (30%) of the total bid. Contractor shall adhere to Chapter 4 of the Public Contract Code, "Subletting and Subcontracting Fair Practices Act". Prime contractor shall submit a "Subcontractor Submittal Form" for subcontractors prior to commencement of work. 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:

- State Contractor License with a classification appropriate for the work to be performed.
- Public Works Contractor registration number with the Department of Industrial Relations.
- City of Salinas Business License.

#### **2-1.06      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.

**2-1.07      BID PROTEST AND 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 5:00 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, are 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 CONTRACT AWARD AND EXECUTION**

The Contractor's attention is directed to the Provisions in Section 3, "Award and Execution of Contract", of the Standard Specifications and Section 2 "Bidding", of these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

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

The Contractor shall have **15 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
- d) Default under previous Contracts.

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

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 **10 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.

## **SECTION 4 SCOPE OF WORK**

The work in general, shall include furnishing all labor, materials, tools, equipment, and incidentals required for the construction in accordance with the Plans and these Special Provisions for the work herein, for the **COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES**.

The work, in general, shall include the construction of one (1) traffic circle, one (1) raised crosswalk, furnishing and installation of detectable warning surfaces, curb drains, drainage channels, street signs on new poles/posts, removal of existing pavement markings, removal of existing asphalt concrete pavement, removal of existing concrete ramps, sidewalk, curb and gutter, installation of new concrete sidewalk, curb and gutter, installation of new pavement striping and markings, and all incidental and appurtenant improvements and restorations specified in accordance with the Plans and these Special Provisions.

**Such other items or details not mentioned above, but that are required by the Plans and Specifications, Standard Specifications, or these Special Provisions shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be included in the various items of work and no additional compensation shall be made.**

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

### **4-1.01 BID ITEM DESCRIPTION**

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

#### **ITEM 1 – MOBILIZATION**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. Payment for mobilization shall include all labor, materials, tools, equipment, and other appurtenances required for a complete-in-place mobilization as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract unit price paid per Lump Sum (LS) for “MOBILIZATION” as listed in the Proposal no additional compensation shall be allowed, therefore.

#### **ITEM 2 – TEMPORARY TRAFFIC CONTROL**



Payment for all temporary 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; implementation, installation and removal of all temporary traffic control, including all required temporary construction signs and posts, city furnished financing signs, lights, barricades, delineators, removal at end of project, necessary mounting hardware, and other appurtenances required for a complete-in-place temporary traffic control as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the Contract unit price paid per Lump Sum (LS) for “TEMPORARY TRAFFIC CONTROL” as listed in the Proposal and no additional compensation shall be allowed, therefore.

### **ITEM 3 – FURNISH AND INSTALL TRAFFIC CIRCLE, COMPLETE-IN-PLACE**

Payment for the construction of a traffic circle shall include furnishing all labor, materials, tools, and equipment for the removal and disposal of existing asphalt concrete, removal of existing pavement striping and markings, construction surveying and staking, adjustment of sanitary sewer manhole, placement and compaction of aggregate base, dowel reinforcements, concrete form work, pouring and finishing of concrete, placement of backfill with top soil, installation of new signs and posts, installation of new pavement striping and markings, and other appurtenances required for a complete-in-place installation of a traffic circle. Payment shall be included in the Contract unit price paid per Lump Sum (LS) for “FURNISH AND INSTALL TRAFFIC CIRCLE” as listed in the Proposal and no additional compensation shall be allowed, therefore.

### **ITEM 4 – FURNISH AND INSTALL RAISED CROSSWALK, COMPLETE-IN-PLACE**

Payment for the construction of raised crosswalk shall include furnishing all labor, materials, tools, and equipment for the removal and disposal of existing asphalt concrete, removal and disposal of existing concrete pedestrian ramps, removal and disposal of concrete sidewalk and concrete curb and gutter, grading, construction surveying and staking, concrete form work, placement and compaction of aggregate base, dowel reinforcements, pouring and finishing of concrete sidewalk and concrete curb and gutter, placement of Type “A” HMA, installation of detectable warning surfaces, relocation of existing signs, removal and disposal of existing poles, installation of new signs and posts, installation of new pavement striping and markings, installation of curb drains and drainage channels, installation of cobble splash pad, and other appurtenances required for a complete-in-place installation of a raised crosswalk. Payment shall be included in the Contract unit price paid per Lump Sum (LS) for “FURNISH AND INSTALL RAISED CROSSWALK” as listed in the Proposal and no additional compensation shall be allowed, therefore.

#### **4-1.02 COMPLETE-IN-PLACE**

Complete-in-place means that payment shall be full compensation for all work necessary to complete the portion of the Contract in its entirety to the satisfaction of the City Engineer, in accordance with the requirements of the Contract. When the basis of payment states the work shall be paid for complete-in-place it shall be the Contractor’s responsibility to determine the elements necessary to complete the work.

When the basis of payment includes a list of elements associated with the complete-in-place work, the list shall not be construed to limit the work to the listed elements.

#### **4-1.03      CHANGES IN WORK**

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

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

Contractor to submit list of required equipment and minimum personnel required to complete the work, prior to authorization of any “Time and Material/Force Account” work.

For work done on a “Time and Materials” or “Force Account” basis, Contractor shall submit all required documents for a specific change within ten (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 ten (10) calendar days of the date established as “Substantial Completion”. The City reserves the right to not process any proposals received after that date unless specifically agreed in advance.

#### **4-1.04      CHANGED CONDITIONS**

##### **a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

##### **b. Suspensions of Work Ordered by the Engineer**

Suspensions of work shall be in accordance with Section 8-1.06 “Suspensions” of the State Standard Specifications.

**c. Significant Changes in the Character of Work**

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes in are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair or equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
  - When the character of work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.

**4-1.05 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.**

**SECTION 5 CONTROL OF WORK**

**5-1.01 PERMITS AND LICENSES**

**The Contractor and approved Subcontractor(s) shall obtain all necessary licenses (a valid City of Salinas business license), a valid, current, and in good standing Class A (General Engineering) contractor’s license issued by the California Contractor’s State License Board (CSLB) depending on the type of work the contractor is approved for, and a City of Salinas Transportation permit if**

**necessary (including State Permit, if applicable), and any other permits required for the project prior to the commencement of construction.**

**All City encroachment permit fees for work performed under this agreement will be waived by the City of Salinas.**

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 re-testing as a result of failed tests shall be borne by the Contractor and no additional compensation shall be allowed, therefore. All testing labs and certified testers 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 Department of Industrial Relations.

#### **5-1.02      NOTICE OF POTENTIAL CLAIM**

Section 5-1.43 “Potential Claims and Dispute Resolution”, of the State Standard Specifications is amended to read:

Section 5-1.43 Potential Claims and Dispute Resolution – 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 4-1.05, “Changes and Extra Work”, or the notice Provisions 4.106, “Differing Site Conditions”, or Section 8-1.10, “Liquidated Damages”, 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 given 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.**

#### **5-1.03      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.

#### **5-1.04      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.

#### **5-1.05      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.

#### **5-1.06      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 relocations and adjustments of utility company facilities shall be performed by various utility companies, if necessary and as required.

#### **5-1.07      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. 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 and the Provisions in Section 8-1.07, “Delays”, of the State Standard Specifications. 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.

#### **5-1.08      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 work.

#### **5-1.09      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 their 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 their expense, repair such damage or indemnify the owner of the damaged property.

If the Contractor negotiates with property owners for use of land for construction operations outside the limits of the construction easements, he/she shall do so at their own risk and the City will assume no liability for such use of private property. All agreements between the Contractor and private property owners shall be in writing. The Contractor shall commence no work outside the construction easements until copies of such agreements are furnished to the City.

#### **5-1.10      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.

#### **5-1.11      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 remediation, if required, shall be borne by the Contractor, and no additional compensation shall be allowed, therefore.

#### **5-1.12      WATER POLLUTION CONTROL COMPLIANCE**

The Contractor's attention is directed to the provisions in Section 14-9.02, "Air Pollution Control" and Section 13, "Water Pollution Control", of the State Standard Specifications. No mud, asphalt, concrete, or cement slurry resulting from saw cutting is allowed to drain into the City's catch basins.

- A. 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 to the Contractor. Payment for dust control abatement and sweeping shall be considered as included in the contract price paid for by the various items of work involved and no additional compensation shall be allowed, therefore.
- B. Construction site erosion and sediment control BMP's must be in place prior to commencement of construction. 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). Acceptable pollution control protection around existing area drains shall be in conformance with Caltrans Storm Drainage Inlet Protection BMP ("SC-10").
- C. 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 right 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.

#### **5-1.13 CONTRACTOR RESPONSIBILITIES FOR MAINTAINING TRAFFIC**

For Traffic Maintenance, the Contractor's attention is directed to Section 7-1.03, "Public Convenience" and 12-4.02C(9), "Flagging", of the State Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from their responsibility as provided in said Section 12-4.02C(9). 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 their 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 **10 calendar days** 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 their 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. They shall exercise special caution against dangerous



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

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

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

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

- 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 their 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. Two-way traffic shall be maintained at all times. 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.
- F. 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.

Payment - The cost of furnishing all flagmen and police officers, maintaining traffic as described herein and under the State Standard Specifications in Section 7-1.03, "Public Convenience", 7-1.04, "Public

Safety," and Section 12-4.02C(9), "Flagging", 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.

#### **5-1.14      DEWATERING**

Reserved.

#### **5-1.15      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 6-2 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.**

#### **5-1.16      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.

#### **5-1.17      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, unless authorized in writing by the City Engineer.

#### **5-1.18      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:

- (1) 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.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) 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 at Section 4-1.05 “Changes and Extra Work” of the State Standard Specifications.

Your attention is directed to Section 9.1.22 “Arbitration”, of the State Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

#### **5-1.19      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 5-1.39C “Landscape Damage” of the State Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the City of Salinas right-of-way in accordance with the Provisions in Section 14-10 of the State Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right-of-way at locations designated by the City Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed not less than **5 working days** prior to completion of project, and acceptance of the Contract. Contractor shall provide a 120-day landscape maintenance period for all replacement trees, shrubs, and other plants.

#### **5-1.20      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.

## **SECTION 6 CONTROL OF MATERIALS**

#### **6-1.01      GENERAL**

Attention is directed to the Provisions in Section 6, “Control of Materials”, of the 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.**

#### **6-1.02      RELATIVE COMPACTION/MATERIAL TESTING**

Wherever relative compaction is specified to be determined by Test Method No. Calif. 216 or Test Method No. Calif. 231, the relative compaction shall be determined by Test Method No. 231, in accordance with the Provisions in Section 6-2 of the State Standard Specifications. All tests and frequency of tests shall be in accordance with the Standard Specifications and 2021 Quality Assurance Program. Contractor attention is directed to the Special Provisions in Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications", of the State Standard Specifications, concerning special testing. Payment for necessary materials and special testing including testing results and reports is outside the scope of this Contract and shall be provided by the City of Salinas.

#### **6-1.03      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 their 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 their 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 **10 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
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 7 HEALTH AND SAFETY**

#### **7-1.01      CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

The Contractor certifies that he 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 his 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.

#### **7-1.02      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.

#### **7-1.03      CONFINED SPACE SAFETY**

Work performed in or about wastewater 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 limited to, exposure to hydrogen sulfide, carbon dioxide, methane, carbon monoxide and other gases; exposure to atmospheres containing insufficient oxygen to support the human life; exposure to wastewater (sewage) which may contain bacteriological, chemical, and other constituents harmful 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 Industry 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).

#### **7-1.04      PERSONAL HYGIENE**

Persons involved in the work may be exposed to disease-producing organisms in wastewater. 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.

#### **7-1.05      PUBLIC SAFETY AND CONVENIENCE**

Attention is directed to Section 7-1.03 "Public Convenience" of the State Standard Specifications, and these Special Provisions. Safe and adequate pedestrian zones and crossing of work shall be maintained at all times. The Contractor shall conduct his/her work so as to insure the least possible obstruction to traffic, 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.

#### **7-1.06      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.

#### **7-1.07      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 insure 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 store flammable, hazardous, or toxic materials and waste separate from the Work and stored materials for the Works in a manner that prevents spontaneous combustion or dispersion; 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.

#### **7-1.08      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, 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.

#### **7-1.09      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.

#### **7-1.10      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.

#### **7-1.11      SUBMITTALS**

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

- 1) Safety Best Management Practices Plan
- 2) Detailed Traffic Control Plan
- 3) Safe Construction Operation Plan
- 4) A copy of his/her Injury and Illness Prevention Program Manual
- 5) A list of safety equipment he/she shall maintain on site
- 6) The names of his/her Safety Officer and Safety Supervisor(s) who shall be responsible for maintaining safety at each work site.
- 7) Proof of current safety training for all individuals who shall be working on the site.

- 8) A description of any job-specific measures he/she shall be using which are not contained in his/her manual.

The City shall maintain these materials for record purposes.

#### **7-1.12 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.

#### **7-1.13 PAYMENT**

No separate payment shall be made for maintaining health and safety 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 8 LEGAL RELATIONS AND RESPONSIBILITY**

#### **8-1.01 LAWS**

Contractor shall comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the City against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the City Engineer a discrepancy or inconsistency between the Contract and a law, regulations, order, decree. If the City incurs any fines or penalties because of the Contractor's failure to comply with the law, regulation, order, or decree, the City shall deduct the amount of the fine or penalty. Immediately notify the City Engineer, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided by the agency and issued enforcement actions.

#### **8-1.02 GENERAL**

Contractor shall comply with provisions of Section 7, "Legal Relations and Responsibility to the Public" of the State Standard Specifications.

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 vehicle and pedestrian traffic.

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

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 their operations and shall repair or replace such damage at their 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. Contractor 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 they are indicated on the drawings.

Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular access to all IWWF facilities.

### **8-1.03      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:

9204. (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.

#### **8-1.04      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)**

Contractor attention is called to the "Nondiscrimination Clause", set forth in the Provisions in Section 7-1.021(2), "Nondiscrimination", of the 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 **\$5,000.00 or more**.

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

#### **8-1.05      WAGE DETERMINATION**

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 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.

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.**

**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.**

#### **8-1.06      PUBLIC SAFETY**

The Contractor shall concern himself with public safety at all times during the life of this contract. Work area shall be clearly identified. Public access through the project shall be by means of well-established and delineated corridors (see traffic control item). Materials shall be stockpiled in such a manner as to assure no hazard to the public. Tools and equipment shall be likewise kept locked and out of reach. Work area shall be kept free of garbage and other waste.

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

#### **8-1.07      PUBLIC CONVENIENCE**

Attention is directed to Section 7-1.08 "Public Convenience" of the Standard Specifications, and these Special Provisions. Safe and adequate pedestrian zones and crossings of work shall be maintained at all times.

#### **8-1.08      PROTECTION OF SITE**

The Contractor shall take all necessary precautions to prevent damage to the adjacent fencing, roadway, utilities, buildings, and other existing improvements, etc., during the progress of their work and shall be required to make any repairs resulting from their negligence, and no additional compensation shall be made.

Attention is directed to Section 7-1.08, "Public Convenience", and 7-1.09, "Public Safety", of the Standard Specification, and these Special Provisions. Safe and adequate pedestrian zones and crossings of work shall be maintained at all times unless otherwise approved by the City Engineer.

#### **8-1.09      DISPOSAL OF MATERIAL**

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, the Contractor shall make arrangements for disposing of the materials outside the 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 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.

In those instances, in which the Department has compiled "Materials Information" as referred to in Section 2-1.07, "Job Site and Document Examination", of the State Standard Specifications, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owner's properties.

The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and type 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 Department 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 Department of any and all obligations under the Department's arrangement with the owner.

### **SECTION 9 PAYMENT**

#### **9-1.01      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 8-1.02, "Schedule", Section 8-1.04, "Start of Job Site Activities", and Section 8-1.10, "Liquidated Damages" of the State Standard Specifications and the following Provisions:

The Contractor shall begin the work within **15 calendar days** after the Notice to Proceed by the City Engineer and the Contractor shall diligently prosecute the work to completion on or before the expiration of **40 Working Days**. 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, 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 or its consultant.**

The Contractor shall pay to the City of Salinas the sum of **\$1,300.00 per day** for each and every calendar day delay in finishing the work in excess of the time of completion prescribed above.

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

Section 8-1.04B of the State Standard Specifications is amended by adding the following:

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

Section 8-1.04B is further amended to read:

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

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

## **9-1.02 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 City Engineer shall be furnished a Schedule of Values for each Contract Lump Sum item of work described within these Special Provisions 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 Contract has been approved. The Schedule of Values shall be approved, in writing, by the City Engineer before any partial payment for any of the lump sum items of work shall be made.

#### **9-1.03      MEASUREMENT AND PAYMENT**

Payment for all labor, materials, tools, equipment and other appurtenances required for the proper, substantial and complete-in-place project construction for **COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES** as shown on the Plans and/or outlined in these Special Provisions.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement shall be made only on the basis of the Contract item of work listed in the Proposal. The various Contract item prices paid for the work required, for **COVENTRY STREET AND VICTOR STREET TRAFFIC CALMING DEVICES**, complete-in-place, including full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work provided in these Plans and Specifications and Contract, or required for the proper completion of the work as whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor item of work listed in the Proposal.

#### **9-1.04      PROGRESS PAYMENTS AND RETENTION**

The Contractor's attention is directed to Section 9, "Measurement and Payment" of the Standard Specifications.

The City shall retain **5%** of such estimated value of the work done and **5%** of the value of materials so estimated to have been furnished and delivered and unused and furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Contractor shall submit Subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment. The unconditional waivers ensure that all subcontractors are promptly paid.

As provided in Section 22300 of the Public Contract Code and Section 10263 of the Government Code, Contractor may request that any retention to be withheld during the course of a project is paid to an escrow agent at the Contractor's expense. Should the Contractor make such request, it will be required that an appropriate Escrow Agreement as provided in said government codes be fully executed prior to any payment of retention withheld or to be withheld. The City Engineer or their delegate is authorized to execute said Escrow Agreement on behalf of the City.

The Contractor shall submit the progress payment pay application to the Engineer for review and approval. The Engineer shall review it within seven (7) calendar days of receipt. The Engineer shall either deny and return the progress payment pay application to the Contractor for correction or recommend approval and forward it to the City for processing. The required attachments to the monthly progress payment pay application shall include:



- a. **Certified Payroll Reports:** All current payroll reports and statement of compliance for the Contractors and all subcontractors (to be completed through the last day of work in the pay application)
- b. **Daily Reports:** All current Daily Reports for the Contractor, all Subcontractors, and owner operators. Daily reports shall contain the name, classification, and detailed task listing of all personnel and equipment, including all subcontractors and owner operators (to be completed through the date of pay application)
- c. **Quantity Calculations:** Certified quantity calculations to justify all pay quantities and amount requested.
- d. **Monthly Schedule:** The Contractor shall submit an updated, revised construction schedule to the Engineer with each pay application.
- e. **Unconditional Waiver of Lien Releases:** The Contractor shall submit Subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment on forms set forth in the statute.

Failure to provide any of the documents as listed above will result in the Engineer returning the monthly pay application to the Contractor with no action.

Payment for all labor, materials, tools, equipment, and other appurtenances required for the proper, substantial, and complete-in-place for the project as shown on the Plans and/or outlined in these Special Provisions.

#### **9-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime Contractor or Subcontractor shall pay any Subcontractor not later than 7 calendar days of receipt of each progress payment in accordance with the Provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The 7 calendar days are applicable unless a longer period is agreed to in writing between the Contractor and the City Engineer. Any delay or postponement of payment over 30 calendar days may take place only for good cause and with the City Engineer prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction, and other remedies of that Section. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 calendar day of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This Provision applies to both Contractors and Subcontractors.

#### **9-1.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City of Salinas shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of Salinas, of the Contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or Subcontractor, shall return all monies withheld in retention from all Subcontractors within 7 calendar days for construction

contracts and 15 calendar days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City of Salinas. Any delay or postponement of payment may take place only for good cause and with the City Engineer prior written approval. Any violation of this provision shall subject the violating prime Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor; deficient subcontractor performance and/or noncompliance by a Subcontractor.

**9-1.07      INCREASE OR DECREASE QUANTITY**

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.

**9-1.08      COMPENSATION ADJUSTMENTS FOR OIL PRICE INDEX FLUCTUATIONS**

There shall be no compensation adjustments for oil price fluctuations for this project.

**9-1.09      ARBITRATION**

Contractor 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.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 calendar days after the date of service in person or by mail on the Contractor of the final written decision by the Department of the claim.

## **SECTION 10 CONSTRUCTION DETAILS**

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

**10-1.01      ORDER OF WORK**

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

All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities constructed under this project.

The Contractor shall not begin work until all materials are on hand, unless approved otherwise by the City Engineer.

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

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 7 "Legal Responsibilities" of these Special Provisions.

#### **10-1.02     BASELINE SCHEDULE**

A baseline schedule shall be prepared by the Contractor for this Contract and shall conform to the Provisions in Section 8-1.02C(6) "Baseline Schedule" of the State Standard Specifications and shall be delivered to the City Engineer at the pre-construction meeting. **No work shall begin until the Baseline Schedule has been approved by the City Engineer.**

Such baseline 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).

#### **10-1.03     PROGRESS SCHEDULE**

A progress schedule shall be prepared by the Contractor for this Contract and shall conform to Section 8-1.02 "Schedule" of the State Standard Specifications, as applicable, and shall be delivered to the City Engineer at the pre-construction meeting. **No work shall begin until the Baseline 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 progress schedule shall be amended as necessary if progress varies significantly from the schedule and at a minimum, every four weeks.

The Contractor shall schedule operations in cooperation with other Contractors and the utility companies, as applicable, to avoid unnecessary conflicts, delays, and disruptions to the progress of this project.

#### **10-1.04     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.

#### **10-1.05     WARRANTIES**

All equipment furnished by the Contractor shall be guaranteed to the City of Salinas by the manufacturers for a period of not less than **one (1) year** following the date of acceptance of all system installations. The contractor shall immediately repair and/or replace all defective materials and workmanship discovered within one year after acceptance by the City.

#### **10-1.06 OBSTRUCTIONS**

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

#### **10-1.07 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 no additional compensation will 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.

Adjust existing utility frames, covers, and manholes to new grade as shown on the Plans and as specified in Section 15-2.05A, “Frames, Covers, Grates, and Manholes”, of the Standard Specifications.

Payment for the adjustment of utility frames, covers, and manholes shall be 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.

#### **10-1.08 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.

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 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 City Engineer's Office, 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 caused to withhold final payment and not accept the project.**

Record Plans are required under Section 8-1.03 and may be recorded and submitted via readily readable electronic media such as CD, DVD or USB memory.

The “**RECORD DRAWING**” shall be accurate and up to date with approval of the City Engineer before each progress payment shall be made.

**10-1.09      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.

**10-1.10      CONSTRUCTION SURVEYS AND STAKING**

The Contractor shall provide the appropriate construction staking to establish lines and grades as necessary to permit satisfactory completion of the Contract work. Payment for construction surveys and staking shall be considered as included in the prices paid for the various Contract items of work and no additional payment shall be allowed, therefore.

**10-1.11      SURVEY MONUMENTS**

Contractor shall protect survey monuments on and off the right of way. Upon discovery of a survey monument not identified and located by the City, immediately:

1. Stop work near the monument
2. Notify the Engineer

Do not resume work near the monument until authorized.

Should a monument be disturbed or damaged, the Contractor shall notify the Engineer and shall restore, replace, repair, or reestablish monument or accessories to monuments. All construction surveying shall be performed by or under the direction of a licensed Land Surveyor or Professional Engineer, who is authorized to practice land surveying, retained or provided for by the Contractor.

The Contractor shall retain a Licensed Surveyor, or a Registered Engineer authorized to practice land surveying within the State of California to research, locate and reset Survey Monuments, including record monuments that are missing. The Contractor is responsible for the filing and recording of the Survey Monuments. The Contractor shall provide the City with a final copy of Record of Survey or Corner Record as filed.

City monuments shall be as specified in the Standard Specifications per Section 81.

All costs to the Contractor for protecting, removing, restoring, repairing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to Sections 8700 and 8806 of the Business and Professional Code, and submitting copies of recorded corner records to the City, shall be included in the prices paid for the various Contract items as listed in the Proposal and no additional compensation shall be allowed, therefore.

#### **10-1.12     PROJECT SIGNS**

The Contractor shall install 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 deliver to a designated location.

#### **10-1.13     CONSTRUCTION AREA SIGNS**

Reserved.

#### **10-1.14     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.**

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.

Payment for maintaining the work site clean shall be included in the prices paid for the various Contract items as listed in the Proposal and no additional compensation shall be allowed, therefore.

#### **10-1.15     CONSTRUCTION AND DEMOLITION WASTE REDUCTION PLAN/RECYCLING**

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.

**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 or designee'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.**

## **SECTION 10-2 REMOVAL AND DISPOSAL/SALVAGE EXISTING FACILITIES**

### **10-2.01 GENERAL**

The Contractor shall remove all appurtenances as shown on Plans. All removed material shall become the property of the Contractor (unless noted otherwise on the Plans) and shall be disposed of as provided in Section 17-2.03D, "Disposal of Materials", of the State Standard Specifications and in accordance with "C&D Waste Reduction and Recycling Report".

Payment for the removal and disposal/salvage of existing facilities shall be included in the prices paid for the various Contract items as listed in the Proposal and no additional compensation shall be allowed, therefore.

**All accidental or convenience removals of existing facilities by the Contractor shall be at the expense of the Contractor, and no additional compensation shall be allowed therefore.**

### **10-2.02 REMOVAL OF ASBESTOS AND HAZARDEOUS SUBSTANCES**

If applicable, when the presence of asbestos or hazardous substances are not shown on the Plans or indicated in the Special Provisions and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in the Provisions in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the City Engineer in writing immediately.

In conformance with the Provisions in Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance shall be performed by separate Contract.

If delay of work in the area delays the current controlling operation, the delay shall be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the Provisions in Section 8-1.07. "Delays" and Section 19-1.03B, "Unsuitable Material", of the State Standard Specifications.

## **SECTION 11 ITEMS OF CONSTRUCTION**

### **SECTION 11-1 GENERAL**

All items of work listed in the Proposal Section shall conform to the Plans, City of Salinas Standard Specifications and Standard Plans, 2024 State Standard Specifications, and these Special Provisions.

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.



## **SECTION 11-2 EARTHWORK**

### **11-2.01 GENERAL**

The work performed in connection with trenching, compaction, excavation, backfill, and other earthwork operations shall be in accordance with Section 19, “Earthwork” of the Standard Specifications and these Special Provisions.

Surplus excavation materials including native soil, concrete, asphalt concrete, concrete base, and subbase material shall become property of the Contractor and shall be disposed in accordance with the Provisions and State Standard Specifications.

Protection of work shall be from outside sources of water such as runoff from adjacent lands shall be the responsibility of the Contractor; unstable conditions resulting from improper protection shall be the responsibility of the Contractor, and no additional compensation shall be allowed, therefore.

Unless specified otherwise, payment for miscellaneous earthwork operations including saw cutting, pavement removals, trenching and structure excavations, backfill, and compaction and disposal shall be included in the prices paid for the various Contract items and no additional compensation shall be allowed, therefore.

The cost of excavation, rough, and final grading to the depths shown on the Plans shall be included in the prices paid for the various Contract items and no additional compensation shall be allowed, therefore.

### **11-2.02 QUALITY ASSURANCE**

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

### **11-2.03 HAULING**

The payment for hauling shall be considered included in the prices paid for the various Contract items listed in the Proposal and no additional compensation shall be allowed, therefore.

### **11-2.04 GRADE TOLERANCE**

Grade tolerance shall conform to the Provisions in Section 19-1.03, “Grade Tolerance”, of the Standard Specifications.

## **SECTION 11-3 ASPHALT CONCRETE**

### **11-3.01 GENERAL**

Asphalt concrete (AC) shall be placed in accordance with the Plans, the applicable Provisions of the State Standard Specifications, and these Special Provisions. The work to be performed shall include but not limited to: removal and disposal of existing AC pavement; preparation of area and subgrade; placement of Class 2 aggregate base materials when required; paint binder, prime coat, and placing of Type “A” HMA as specified within these Special Provisions.

The AC overlay areas shall be in accordance with the Plans, the applicable Provisions of the City of Salinas Standard Specifications, the applicable Provisions of the State Standard Specifications, and these Special

Provisions. Contractor shall remove existing asphalt concrete to the depths as indicated in the Plans. Contractor shall compact existing aggregate base to 95% relative compaction prior to the placement of asphalt concrete.

Pavement restoration due to the trenching and/or excavation operation for the various improvements shall be in accordance with the Plans and these Special Provisions.

#### **11-3.02     PRIME COAT**

Prime coat shall be liquid asphalt SC-250. One application of SC-250 prime coat shall be applied at the rate of 0.25 gallons per square yard to all surfaces of base rock which are to be paved with asphalt concrete.

#### **11-3.03     PAINT BINDER**

Paint binder shall be RS-1 type asphaltic emulsion per Section 94 of the Standard Specifications. Paint binder shall be applied at a rate of 0.05 gallons per square yard per Section 93 and 94 of the Standard Specifications. Paint binder shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed to a pavement to be surfaced and as designated by the City Engineer.

#### **11-3.04     TACK COAT**

The Engineer calculates the Quantity of asphalt in Tack Coat (QTC) as either of the following:

1. Asphalt binder using the asphalt binder total tons placed as tack coat.
2. Asphaltic emulsion by applying the formula to the asphaltic emulsion total tons placed as tack coat.

#### **11-3.05     ASPHALTIC EMULSION**

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e/100)$$

where:

$Q_e$  = quantity in tons of asphalt used in asphaltic emulsion

AETT = undiluted asphaltic emulsion, total tons placed

$X_e$  = minimum percent residue specified in Section 94 based on the type of emulsion used

You may determine  $X_e$  by submitting daily test results for asphalt residue for the asphaltic emulsion used.

If you choose this option, you must:

1. Take 1 sample for every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and as follows:

- 1.1. Draw and discard the 1st gallon.

- 1.2. Take 2 separate ½ gal samples.
2. Submit the 1st sample at the time of sampling
3. Furnish the 2nd sample within 3 business days of sampling to an authorized laboratory that participates in the AASHTO Proficiency Sample Program.
4. Submit test results from the laboratory within 10 business days of the sample date.

#### **11-3.01     REMOVAL OF ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be sawcut to a straight and clean cut where shown on the Plans. All contaminated water shall be vacuumed and disposed of in an environmentally approved fashion. All asphalt removal shall have vertical surfaces created by saw cutting or any other approved method proposed by the Contractor that results in an acceptable vertical surface. Rounded edges of surrounding asphalt concrete areas will not be accepted for placement of AC. Tack coat and/or prime coat shall be applied to all existing horizontal and vertical surfaces prior to placement of asphalt concrete including base material with no additional compensation. Work of this item shall comply with all requirements of the Standard Specifications for subgrade and asphalt concrete.

**Saw cut edges damaged during the progress construction shall be re-cut to provide a straight and even line, at no additional cost to the City.**

### **SECTION 11-4 CONCRETE FACILITIES**

#### **11-4.01     GENERAL**

The furnishing and installation of concrete facilities shall conform to the applicable provisions in Section 73, “Concrete Curbs and Sidewalk”, and Section 90, “Portland Concrete Cement”, of the Standard Specifications, the Plans, and these Special Provisions. Concrete shall be Class 3 and shall be placed as shown on the Plans.

All contaminated water shall be vacuumed and disposed of in an environmentally approved fashion.

Contractor shall provide sufficient forces to perform the necessary 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.

Existing concrete facilities 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.

#### **11-4.02     REMOVAL AND DISPOSAL OF CONCRETE SIDEWALK, CURB AND GUTTER**

Removal and disposal of concrete sidewalk and curb and gutter shall conform to the Provisions in Section 15, “Existing Highway Facilities”, of the Standard Specifications and these Special Provisions.

Existing concrete sidewalk, curb and gutter shall be cut to a minimum depth of one and one-half inches (1-1/2") with an abrasive type saw at the first scoring line at or beyond the planned joint or as shown on the Plans or as indicated by the City Engineer.

#### **11-4.03     CONSTRUCTION OF CONCRETE SIDEWALK, CURB AND GUTTER**

Construction of concrete sidewalk, curb and gutter shall conform to the Provisions in Section 73 and 90 of the Standard Specifications and these Special Provisions.

Concrete sidewalk shall be constructed per City of Salinas Standard Plan No. 2R and as shown on the Plans.

Concrete Type "B", and Type "C" curb and gutter shall be constructed per City of Salinas Standard Plan No.1 and as shown on the Plans.

### **SECTION 11-5 REINFORCEMENT**

#### **11-5.01     GENERAL**

Dowel and bar reinforcements in concrete shall be No. 4 and shall be placed as shown on the Plans and in accordance with Section 52 of the Standard Specifications.

### **SECTION 11-6 AGGREGATE BASE**

#### **11-6.01     GENERAL**

Aggregate base shall be Class 2 and shall conform to the Provisions in Section 26, "Aggregate Bases", in the Standard Specifications and these Special Provisions. Base courses shall be three-quarter of an inch (3/4") maximum aggregate size. All aggregate bases shall be compacted to 95% relative compaction, Contractor shall prepare soils as necessary to provide a stable subgrade.

### **SECTION 11-7 THERMOPLASTIC PAVEMENT STRIPING AND MARKINGS**

#### **11-7.01     GENERAL**

Thermoplastic traffic striping and pavement markings shall be applied to pavement surfaces as shown on the Plans and as specified on the City of Salinas Standard Specifications, 2024 State Standard Specifications and Standard Plans, and in accordance with these Special Provisions.

Cat tracking is required before permanent pavement striping and pavement markings are placed and shall be approved by the City Engineer before final pavement striping and pavement markings are installed. For traffic safety all cat tracking shall be performed by the Contractor within 24 hours after the removal of existing pavement striping and markings. Contractor shall install temporary striping immediately after removal of existing pavement markings and shall be maintained in a legible and traffic safety manner by the Contractor until final permanent pavement striping and markings are in place.

Application of thermoplastic pavement striping and markings shall be as specified in Section 84 of the Standard Specifications. Existing surfaces that are to receive the thermoplastic material shall be mechanically wire brushed to remove all dirt and contaminants. Damaged or improper pavement striping and markings shall be immediately removed from the surface it was applied to, at the Contractor's expense. All of the equipment used in the application of traffic striping shall produce stripes of uniform quality that conform to the specified requirements.

### **11-7.02     MATERIALS**

Traffic stripes and pavement markings must be retroreflective. Traffic stripes shall be alkylid thermoplastic material and glass beads, thermoplastic material shall be “lead free”. Materials used for traffic stripes and pavement markings shall be as specified in Section 84-2.02 of the Standard Specifications.

White thermoplastic stripes and markings shall meet a minimum retroreflectivity of  $700 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ . Yellow thermoplastic stripes and markings shall meet a minimum retroreflectivity of  $500 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$  when measured under ASTM E1710 or ASTM E3320.

### **11-7.01     REMOVAL OF PAVEMENT STRIPING AND PAVEMENT MARKINGS**

Removal of existing pavement striping and pavement markings shall be performed by disk grinder or other pre-approved methods by the City Engineer. The contractor shall not use a pavement grinder to remove the striping. All work shall be subject to inspection at all times by the City Engineer.

## **SECTION 11-8 SIGNS**

### **11-8.01     GENERAL**

All work and materials for signs shall conform to the Provisions in Section 56 of the City of Salinas Standard Specifications, and the latest edition of the California Manual of Uniform Traffic Control Devices (CA-MUTCD), and as shown on the Plans. All new sign panels should meet the minimum CA-MUTCD retroreflectivity standards. All signs furnished shall have anti-graffiti sheeting. The Contractor shall furnish all mounting hardware. Signs shall be constructed of a minimum 0.080 inch thick aluminum alloy.

### **11-8.02     SIGN POST**

New sign posts shall be 2”x 2” square tube posts with 7/18 inch knockouts, 1 inch on center, on all four sides. Posts shall be 12 gauge steel 0.105 inch thick and conform to ASTM A1011. Bolts, nuts and washers shall conform to ASTM A 307 and shall be galvanized. The sign panel shall be upright and level. All hardware shall be tightened securely. All new sign posts shall be plumb and free of vertical or lateral movement. All signs located within a walking area shall have a minimum clearance of 7 feet and new sign posts should be sized accordingly. Unless otherwise noted on Plans or in these Special Provisions.

### **11-8.03     ANCHORAGE**

Anchor sleeve shall be 2 1/4” x 2 1/4” inner diameter and 2 1/2” x 2 1/2” outer diameter square tube posts with 7/18 inch knockouts, 1 inch on center, on all four sides. Anchor Sleeves shall be 7 gauge heavy duty steel and conform to ASTM A1011. Anchor sleeves shall have a minimum length of 36 inches. Sign post shall be placed in the anchorage sleeve with a minimum overlap of 18 inches and bolt connected.

If new signs are to be installed on sidewalk or concrete, the contractor is required to core a 3 inch diameter hole, 36 inches deep through the pavement or existing surface. After placing the anchor sleeve, fill the hole with a concrete mix footing per City of Salinas Standard Specifications (2008), and level off the top of the concrete so that the final surface is flush and level with surrounding area.

All work shall be subject to inspection at all times by the City Engineer.

#### **11-8.04     MOUNTING**

All new signs shall be affixed to posts with commercial quality galvanized steel bolts, washers and nuts. The face of the sign panel shall be protected by placing either a fiber or neoprene washer between a metal washer next to the bolt head and sign face. Sign panels larger than 36"x36" shall be mounted with a back brace.

New signs mounted to existing posts shall have a minimum clearance of 7 feet, if located on a sidewalk. If existing post is not high enough, contractor shall notify the City Engineer. Existing sign posts may vary in shape and style, new signs shall be mounted with appropriate fastening hardware. If an existing post is deteriorated or broken, the contractor shall notify the City Engineer. If existing post is not salvageable, contractor shall install a new post. The sign panel shall be plumb and free of vertical or lateral movement. All hardware shall be tightened securely.

Straps and saddle brackets for mounting sign panels on lighting standards, sign structure posts, and traffic signal standards must be stainless steel and must conform to the provisions of Section 82 of State Standard Specifications. All work shall be subject to inspection at all times by the City Engineer.

### **SECTION 11-9 CURB DRAIN AND RECTANGULAR DRAINAGE CHANNEL**

#### **11-9.01     GENERAL**

Curb drain and rectangular drainage channel shall be Curb-O-Let and shall be installed as shown on the Plans and per manufacturer's specifications.

### **SECTION 11-10 DETECTABLE WARNING SURFACE**

#### **11-10.01     GENERAL**

The Contractor shall furnish and install Armor-Tile Cast-in-Place Inline Dome Tactile Detectable Warning Surface Tile where indicated on the Plans or approved equal by the City Engineer.

**SUBMITTALS** - The Contractor shall submit manufacturer's literature describing products, installation, procedures, and routine maintenance.

The Contractor shall submit 2 tile samples (for verification purposes) minimum 6" x 8" of the kind he/she is proposing.

The Contractor shall submit shop plans for products specified showing fabrication details, composite structural system, plans of tile placement including joints, and materials to be used as well as outlining installation materials and procedure.

The Contractor shall submit material test reports from qualified independent testing laboratory indicating that materials proposed for use in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.

The Contractor shall submit copies of the manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

**QUALITY ASSURANCE** – Provide cast-in-place tactile tiles and accessories as produced by “Armor-Tile Tactile System” or approved equal by the City Engineer.

The Contractor shall be an experienced installer of cast-in-place tactile tiles (wet set).

Vitrified Polymer Composite (VPC) cast-in-place tiles shall be an epoxy polymer composition with an ultraviolet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2” in height, 0.9” diameter at the base, and 0.4” diameter at the top of dome spaced 2.35” nominal as measured on a diagonal and 1.70” nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40-90° raised points 0.045” high, per square inch, or approved equal by the City Engineer.

NOMINAL TILE SIZE				
Length and Width	24”x48”	24”x60”	36”x48”	36”x60”
Depth	1.400”+/- 5% maximum			
Face Thickness	0.1875 +/- 5% maximum			
Length and Width	+/- 0.5% maximum			

Water absorption of VPC tiles when tested by ASTM-D 570 shall not exceed 0.35%.

Slip resistance of VPC tiles when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.09 on top of domes and field area.

Compressive strength of VPC tile when tested by ASTM-D 695-91 shall not be less than 18,000 psi. Tensile strength of VPC tile when tested by ASTM-D 638-91 shall not be less than 10,000 psi. Flexural strength of VPC tile when tested by ASTM-C293-94 shall not be less than 24,000 psi.

Chemical stain resistance of VPC tile when tested by ASTM-D 543-87 to withstand without discoloration or staining – 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum, and red aerosol paint.

Abrasive wear of VPC tile when tested by BYK-Gardner Tester ASTM-D 2468 with reciprocating linear motion of 37 +/- cycles per minute over a 10” travel. The abrasive medium, a 40-grit Norton Metallite sandpaper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be a 3.2 pounds. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

Fire resistance VPC tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result-deterioration, fading or chalking of surface of the tile.

Gardner Impact to geometry “GE” of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450” lbf/in. A failure is noted if a hairline fracture is visible in the specimen.

Accelerated weathering of VPC tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result-deterioration, fading or chalking of surface of the tile.

The VPC cast-in-place tiles embedded in concrete shall meet or exceed the following test criteria:

Accelerated aging and freeze thaw test of VCP tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles, or other defects.

Salt and spray performance of VPC tile and adhesive system when tested to ASTM-B 117 shall not show any deterioration or other defects after 100 hours of exposure.

Embedment flange spacing shall be 3.0” minimum to 3.1” maximum center-to-center spacing.

**DELIVERY, SPACING, AND HANDLING** – Tile shall be suitably packaged or crated to prevent damage in shipment or handling. Sturdy wrappings shall protect finished surfaces and part number shall identify tile type.

**SITE CONDITIONS** – Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, and for not less than 48 hours after installation. Store tactile tile material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40°F in areas where work is completed.

The use of water for work, cleaning, dust control, etc. shall not be allowed to come into contact with the passengers and/or public. Provide barricades or screens to protect passengers and/or public.

Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal, state, local laws, and ordinances.

Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on site.

**GUARANTEE** – Cast-in-place tactile tiles (wet set) shall be guaranteed in writing by manufacturer for a period of 5 years from date of final completion and acceptance of the project from the City of Salinas. The guaranteed replacement shall include defective work, breakage, deformation, fading, and chalking of finishes and loosening of tiles.

The Vitrified Polymer Composite (VPC) Cast-in-Place Tactile Tile (wet set) shall be Armor-Tile manufactured by Engineered Plastics Incorporated or approved equal by the City Engineer. The VPC shall be free from blemishes. The color shall be yellow conforming to the Federal Standard 595B and color no. 33538 and shall be homogeneous throughout the tile.

**INSTALLATION** – During all concrete pouring and tile installation procedures ensure adequate safety guidelines are in place and that they are in accordance with these Special Provisions.

The cast-in-place tactile tile shall be one piece, if it cannot be achieved the Contractor shall get approval from the City Engineer to use more than one piece of cast-in-place tactile tile prior to installation.



The specifications of the concrete sealants, structural adhesives, fasteners, epoxy chalking, and related materials shall be in strict accordance with these Special Provisions and the guidelines set by their respective manufacturers.

The physical characteristics of the concrete shall be consistent with these Special Provisions while maintaining a slump range of 4 to 7 to permit solid placement of the cast-in-place tile system. An overly wet mix shall cause the cast-in-place system to float, therefore, under these conditions suitable weight such as 2 concrete blocks or sandbags (25 pounds) shall be placed on each tile.

The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 pounds weights, vibrator, a large white rubber mallet, and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the cast-in-place system.

The concrete shall be poured and finished, true, and smooth to the required dimensions and slope prior to tile placement. Immediately after furnishing the concrete, the electronic level shall be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the Plans and Special Provisions. The cast-in-place tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface. The Plans indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with the Plans to permit water drainage to curb as the design dictates.

While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.

During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.

Following the curing of the concrete, the protective plastic wrap shall be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush shall clean the residue without damage to the tile surface.

**CLEANING AND PROTECTING** – The Contractor shall protect the tile against damage during construction period to comply with tactile tile manufacturer's specification.

The Contractor shall clean tactile tiles for the final time not more than 4 days prior to date scheduled for final inspection prior to the final acceptance for maintenance by the City of Salinas. Clean tactile tile by method specified by the manufacturer and/or the City Engineer.

## **SECTION 11-11 COBBLE SPLASH PAD**

### **11-11.01 GENERAL**

Cobble splash pad shall be placed in accordance with the Special Provisions and as shown on the Plans. Cobbles shall be 4"- 6" in diameter, rounded, washed, and free of debris. Cobbles shall be placed to a minimum of 6" depth.

**PART E– CONSTRUCTION BEST MANAGEMENT PRACTICES  
(BMPS), CONSTRUCTION AND DEMOLITION DIVERSION  
REQUIREMENTS, AND OTHER MISCELLANEOUS  
INFORMATION**

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# CONSTRUCTION SITE BEST MANAGEMENT PRACTICES

THE FOLLOWING BMPs MUST BE PROPERLY USED AT ALL CONSTRUCTION SITES TO PROTECT STORM DRAINS AND MINIMIZE POLLU-

The City of Salinas Stormwater Management Program prohibits pollutant discharges at work sites from flowing into storm drains and polluting neighborhood creeks, rivers, and the ocean. To comply with the law and keep your project on schedule, make sure proper BMPs are in place and functioning. Sites must be checked and maintained daily. The following BMPs are required; they are not all-inclusive.

## PAINT AND STUCCO

All paint and stucco material stored on the site must be contained and covered. It is illegal to dump unused paint or stucco in the sewer or storm drain system. Do not wash out brushes in the street or dump any residues in the storm drain. Paint brushes and spray guns must be washed/cleaned out into a hazardous materials drum or back into the original container and disposed of properly.

## PERIMETER CONTROLS

Gravel bags, silt fences and straw wattles (weighted down) are acceptable perimeter controls, and must be used to surround the entire site. Avoid running over perimeter controls with vehicles or heavy equipment as they can damage the materials. Keep extra absorbent materials and/or wet-dry vacuum on site to quickly pick up unintended spills.

## BUILDING MATERIALS/STAGING AREAS

Construction material must be stored on site at all times. Building materials should always be covered when not in use to prevent runoff caused by wind or rain. Flooding must also be prevented by monitoring the site before, during, and after rain events to ensure that BMPs are functioning and that there are no safety issues.

## TRAFFIC CONTROL PERMITS

Prior to staging any materials or equipment in the right-of-way (such as dumpsters or trucks), please contact the applicable local jurisdiction to learn of any temporary encroachment permit or traffic control requirements necessary for right-of-way staging and loading areas, applicable stormwater BMPs and safety plan review requirements. Provide a stabilized vehicle path with controlled access to prevent tracking of dirt offsite. Properly size site entrance BMPs for anticipated vehicles.

## DUMPSTERS

Always cover dumpsters with a rollback tarp. Areas around dumpsters should be swept daily. Perimeter controls around dumpster areas should be provided if pollutants are leaking or discharging from the dumpster.

## CONCRETE TRUCKS / PUMPERS / FINISHERS

BMPs such as tarps and gravel bags should be implemented to prevent materials and residue from entering into the storm drain system.

## WASHOUT AREA

The disposal of "wet" construction materials should be handled in the washout area. This includes paint, stucco, and concrete. Use a berm with an impervious liner to contain wet materials and prevent runoff in nearby areas. The washout area must be checked and maintained daily to ensure compliance. All dried materials must be disposed of at the landfill.

## DIRT AND GRADING

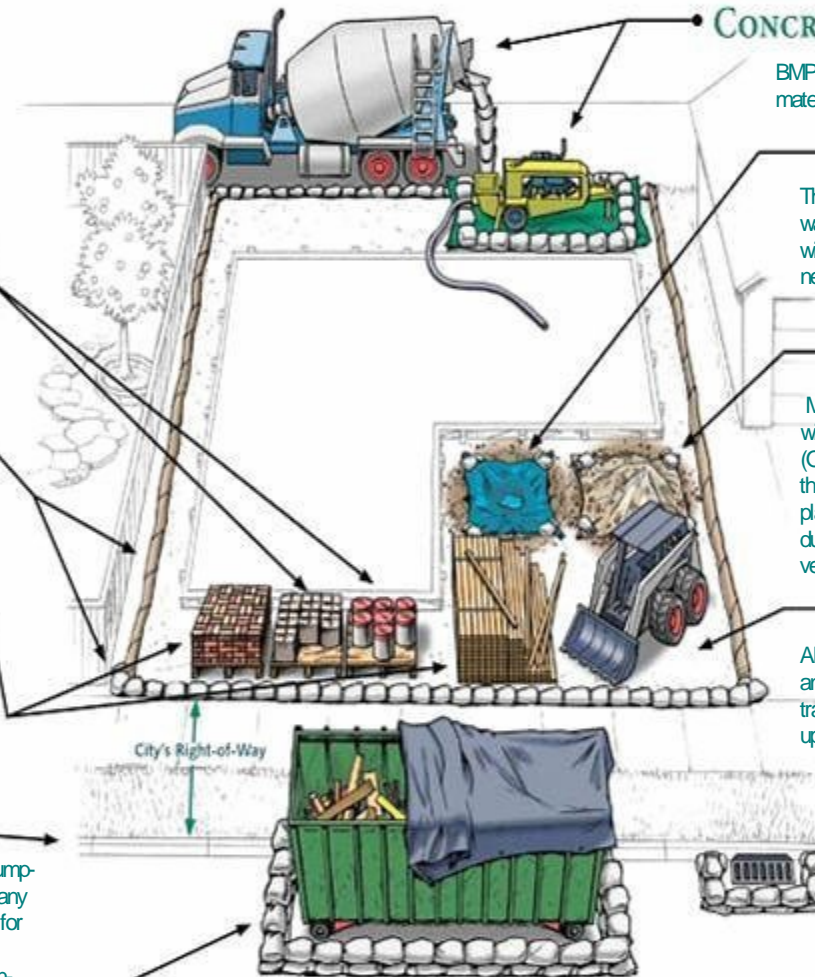
Mounds of dirt or gravel should be stored on site and sprayed daily with water to prevent excessive dust. During the rainy season (October 15th—April 15th) these materials should be covered. For those areas that are active and exposed, a wet weather triggered action plan including additional BMPs should be in place to protect the site during a rain event. Sites must have adequate tracking control to prevent the transport of dirt/gravel from the site.

## EARTHMOVING EQUIPMENT

All earthmoving equipment should be stored on site. Maintenance of any equipment should be conducted on site, and mud tracks and dirt trails left by equipment leading to and from the site should be cleaned up immediately.

## STORM DRAINS

Storm drains must be protected at all times with perimeter controls, such as gravel bags. Sand bags are typically not used for inlet protection because they do not permit flow-through. Replace ruptured or damaged gravel bags and remove the debris from the right-of-way immediately.



Protecting water resources improves and preserves  
quality of life for our children and future generations.

Questions? Contact the City of Salinas Public Works Department  
831-758-7988 or 831-758-7194

## Remember...

### As a Resident or Business Operator

- **What we do on land affects the quality of water** we drink and use in so many ways.
- **Many small sources of pollution add up** to cause big water quality problems.
- **Pressure washing or hosing down sidewalks or driveways contribute to water pollution.** Mop, sweep or use other dry methods to clean pavement or grounds around your home or business.
- **Excessive runoff from landscape irrigation** can result in water pollution by carrying fertilizers, pesticides or silt offsite to local water ways. Regularly inspect your irrigation system to prevent excessive runoff.
- **Trash and Debris** dumped or left to accumulate on residential or business grounds can wind up local waterways. Dispose of trash properly. Keep areas clean and free of trash and debris.
- **Natural things** such as soil, leaves, grass clippings, and pet waste can cause water pollution.
- **Waste dumped into storm sewers** goes into creeks and waterways without treatment.
- **Automobiles and other vehicles** cause water pollution as well as air pollution

**Everyone can make a difference!**

### Reporting of Illegal Dumping or Suspicious Discharges:



Reporting will, in great part, rely on participation from the public.

Residents who observe illegal dumping or observe pollutants within waterways or storm sewers should contact the City of Salinas, Environmental & Maintenance Services Office.

Dial (831) 758-7233,  
Monday – Thursday  
8 a.m. - 5:00 p.m.

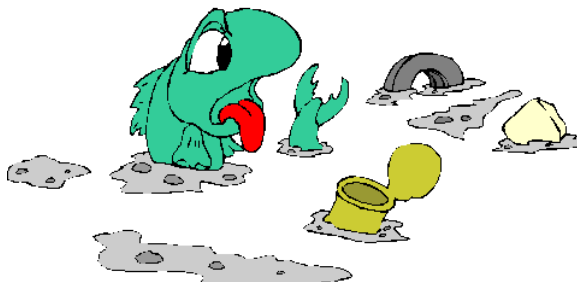


Or call **911** after hours, weekends or holidays to report a stormwater violation.

For non-emergencies use the internet inquiry form located on the City's website address below.

<http://www.ci.salinas.ca.us/contact.cfm>

**This program will succeed with strong public participation.**



## CITY OF SALINAS

### Illicit Discharge Detection & Elimination



#### STORMWATER POLLUTION PREVENTION

### Report Illicit Discharges and Illegal Dumping

**Phone: 831-758-7233**

or

**Dial 911**

**For Emergency Reporting**

City of Salinas - Public Works Department  
Environmental & Maintenance Services  
426 Work Street, Salinas, Ca. 93901

Non-Emergency Web Contact::

<http://www.ci.salinas.ca.us/contact.cfm>



# What is an Illicit Discharge?

An illicit discharge is defined as “any discharge into a municipal storm sewer system that is not composed entirely of stormwater”. Some of the pollutants that fall into this broad category are:

- Car wash wastewater
- Gas and motor oil
- Grass clippings
- Household cleansers
- Paints
- Pesticides
- Pet waste
- Solvents
- Weed killer



Sometimes these pollutants are carried through the storm drainage system by rain, wind, or improper disposal into Salinas Waterways. This can result in serious health and water quality problems. In addition, wildlife and the overall appearance of the creek or waterway is adversely affected by illicit discharges.

## Six Easy Ways That You Can Keep Illicit Discharges Out of Our Local Creeks

There are simple steps that we can take to solve the problems that our local waterways face. It is up to YOU, the homeowner and business owners who call Salinas home, to clean it up and to help keep it clean!



1. **Used oil, antifreeze, and batteries** can be recycled. Clean up any spills immediately—kitty litter or sawdust will absorb the spill. Be sure to sweep these up as well.



2. Wash your car on the grass so that **water, detergent, and dirt** will be filtered by the soil. Better yet, take your car to a commercial car wash, where the dirty water is sent to the wastewater treatment plant.

3. Empty bottles of **household cleansers, pesticides, and weed killer** should be disposed of according to label directions.



4. **Grass clippings** in the street should be swept up after each mowing. Grass clippings left in the street are being washed down into the storm sewers and end up in the local waterways where they have the potential to cause algae blooms.



5. Many household products, including **paints, paint thinners, and solvents** can be taken free of charge to Salinas Valley Solid Waste Authority, Household Hazardous Waste drop-off site at 128 Sun St. Salinas, CA 93901, (831) 775-3000. Paint brushes used with water based paint can be rinsed in the sink. If you have a small amount of left-over paint in a can, stuff it loosely with newspaper, dry out completely and put it in the trash.



6. When walking your pet use a bag or use a scooper to clean up your **pet's waste**. In order to keep animal waste from contaminating our community, anyone who walks a pet should properly dispose of waste by picking it up, wrapping it, and either placing it into the trash or flushing it UNWRAPPED!

## Construction

Sediment from excavation and other construction projects is the most common pollutant washed from work sites. Sediment entering the waterways through storm drains harms aquatic life and disrupts the food chain upon which both fish and people depend.

### Erosion Control General Practices

- Keep all construction debris away from the street, gutter and storm drain. Look for and clean up material that may have traveled away from your property.
- Keep materials out of the rain by storing them indoors or outdoors with a secure roof or plastic sheeting.
- Schedule grading and excavation projects for dry weather.
- Cover excavated material and stockpiles of asphalt and sand with plastic tarps.
- Prevent erosion by planting fast-growing annual and perennial grasses. These will shield and bind soil.

### Recycling & Hazardous Waste Disposal:

Sun Street Transfer Station  
Salinas Valley Solid Waste Authority  
(831) 424-5520  
139 Sun Street  
Salinas, 93901

### To Report a Spill, Illegal Dumping or a Clogged Storm Drain Call:

(831) 758-7233  
City of Salinas  
Department of Public Works  
Maintenance Division

### Look for all other pamphlets for storm drain protection guidelines:

- ☐ Automotive Maintenance & Car Care
- ☐ Equipment Rentals
- ☐ Food Service Industry
- ☐ Fresh Concrete & Mortar Application
- ☐ General Construction & Site Supervision
- ☐ Heavy Equipment & Earthmoving Activities
- ☐ Landscaping, Gardening & Pest Control
- ☐ Mobile Washers and Cleaners
- ☐ Painting
- ☐ Roadwork & Paving
- ☐ Swimming Pool, Jacuzzi & Fountain Maintenance

### For more information about storm drain protection or additional pamphlets, call:

(831) 758-7233  
City of Salinas  
Department of Public Works  
Maintenance Division

## Stormwater Best Management Practices (BMPs): Repair and Remodeling



### Safe Environmental Habits and Procedures for:

- ☐ Landscaping
- ☐ Painting
- ☐ Remodeling
- ☐ Home Owners



Permit Center  
65 West Alisal St., Suite 101  
Salinas, California 93901  
(831) 758-7251



## **Water Pollution Prevention**

### **It's Up to Us**

**Only “rain” is allowed in our storm drain system.** Rain, industrial and household water mixed with urban pollutants creates stormwater pollution. The pollutants include:

**Urban runoff pollution** (oil and other automotive fluids, paint and construction debris, yard and pet wastes, pesticides and litter).

- Flows through the storm drain to the Salinas River and the Reclamation Ditch that takes water and debris straight from Salinas streets to the Monterey Bay Marine Sanctuary.
- Contaminates our rivers and ditches, harms aquatic life and increases the risk of flooding by clogging gutters and catch basins.
- Oil and grease, for example, clog fish gills and block oxygen from entering the water. If oxygen levels in the water become too low, aquatic animals may be harmed and/or die.

### **Household Hazardous Waste Disposal**

- Household toxics—such as common household cleaners, paint products and motor oil—can pollute our rivers and poison the groundwater if not disposed of as hazardous waste.
- Take your household chemicals and toxics to the local Household Hazardous Waste Facility.

## **Concrete & Masonry**

Fresh concrete and mortar application materials can wash down or blow into the street, gutter or storm drain-

- Do not mix up more fresh concrete or cement than you will use.
- Store bags of cement and plaster under cover. Protect these materials from rainfall, runoff and wind, away from gutters and storm drains.
- Never dispose of cement washout or concrete dust onto driveways, streets, gutters or storm drains.

### **Painting**

Paints and solvents contain chemicals that are harmful to aquatic life. Toxic chemicals can come from liquid or solid products or from cleaning residues on rags. It is especially important to prevent these chemicals from entering storm drains.

### **Paint Cleanup**

- Never clean brushes or rinse paint containers into a street, gutter or storm drain.
- For oil-based paints, paint out brushes to the extent possible. Clean with thinner and then filter and reuse thinner.
- For water-based paints, paint out brushes to the extent possible, then rinse in the sink.
- When thoroughly dry, used brushes, empty paint cans (lids off), rags and drop cloths may be disposed of as trash.

## **Paint Removal**

- Chemical paint stripping residue, including saturated rags, is a hazardous waste and should be taken to a household hazardous waste collection event.
- Chips and dust from marine paints or paints containing lead or tributyl tin are also hazardous wastes. Sweep them up and save them for a hazardous waste collection event.

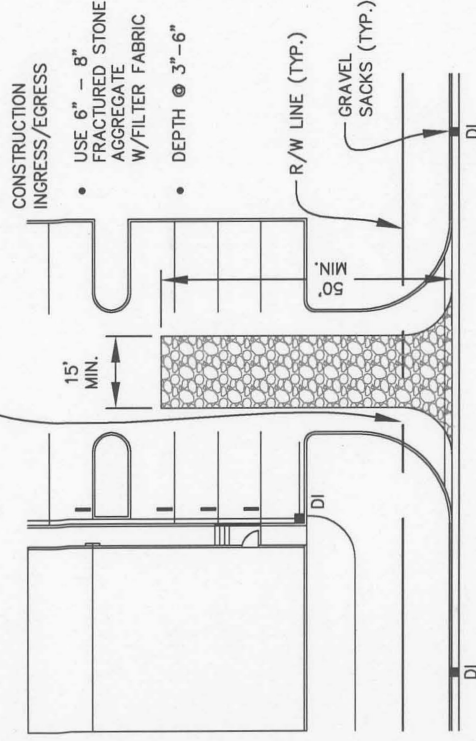
### **Paint Recycling**

- Reuse leftover paint for touch-ups or recycle it at a local household hazardous waste collection event.

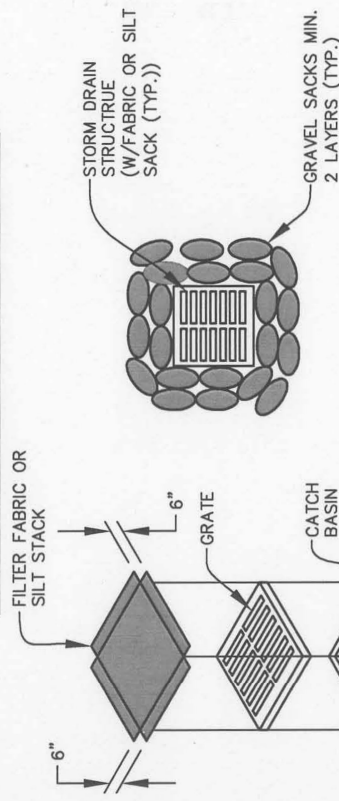
### **Landscaping & Gardening**

- Intensive gardening and landscaping increase the likelihood that garden chemicals and soil will wash into storm drains. Pesticides and herbicides not only kill garden invaders, they also harm insects, poison fish and contaminate ground and river water.
- Use organic or non-toxic fertilizers and pesticides. Do not fertilize or use gutters or storm drains.
- Store pesticides, fertilizers and chemicals in a covered area to prevent runoff.
- Do not blow, sweep, hose or rake leaves into the street, gutter or storm drain.
- Place clippings and pruning waste in approved containers for pick up.
- Conserve water by using drip irrigation, soaker hoses or micro-spray systems.

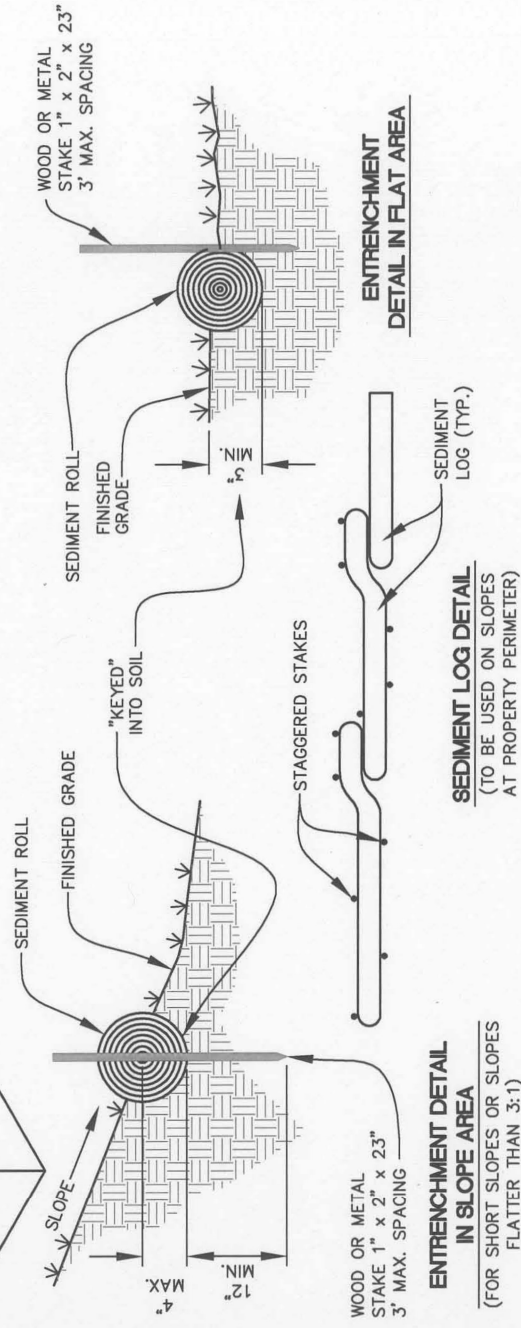
SHOULD BE FLARED AT THE EXISTING ROAD TO PROVIDE TURNING RADIUS



### TYPICAL CONSTRUCTION ENTRY REQUIREMENT



### TYPICAL STORM DRAIN STRUCTURE REQUIREMENTS



### GENERAL NOTE

1. DRAWING NOT TO SCALE.
2. GRAVEL BAGS SHALL BE USED ON ALL DRAINAGE INLETS; ON-SITE TOP OPENINGS AND SIDE OPENINGS.
3. GRAVEL BAGS SHALL BE USED ON ALL DRAINAGE INLETS WITHIN THE CITY OF SALINAS (DOWN STREAM INLETS AND FIRST INLET UP STREAM)
4. PLACE TYPE I BARRICADE OVER DRAINAGE INLET WHEN FILTER FABRIC AND GRAVEL SACKS ARE UTILIZED.
5. INSPECT (AND DOCUMENT EACH INSPECTION) ALL INLET PROTECTION DEVICES BEFORE AND AFTER RAINFALL EVENTS, AND WEEKLY THROUGHOUT RAINY SEASON. DURING EXTENDED RAINFALL EVENTS, INSPECT INLET PROTECTION DEVICES AT LEAST ONCE EVERY 24 HOURS.
6. REMOVE ALL INLET PROTECTION DEVICES WITHIN 30 CALENDAR DAYS AFTER THE SITE IS STABILIZED, OR WHEN INLET PROTECTION IS NO LONGER REQUIRED.
7. PRIOR TO ROLL INSTALLATION, CONTOUR A CONCAVE KEY TRENCH 3" MINIMUM TO 4" MAXIMUM DEEP ALONG THE PROPOSED INSTALLATION ROUTE.
8. SOIL EXCAVATED IN TRENCHING SHOULD BE PLACED ON THE UPHILL OR FLOW SIDE OF THE ROLL TO PREVENT WATER FROM UNDER CUTTING THE ROLL.
9. PLACE SEDIMENT ROLL INTO KEY TRENCH AND STAKE ON BOTH SIDES OF THE ROLL TO WITHIN 3' OF EACH END AND THEN EVERY 3' WITH 1" x 2" x 23" WOOD OR METAL STAKES.
10. STAKES ARE TYPICALLY DRIVEN IN ON ALTERNATING SIDES OF THE ROLL. WHEN MORE THAN ONE SEDIMENT ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED 12" MIN. TO PROVIDE A TIGHT JOIN, NOT ABUTTED TO ONE ANOTHER.

## ENGINEERING SERVICES DIVISION DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT

CITY OF SALINAS

### TITLE: BEST MANAGEMENT PRACTICES

### STANDARD PLAN

DESIGNED BY:

STAFF

CADD BY:

STAFF

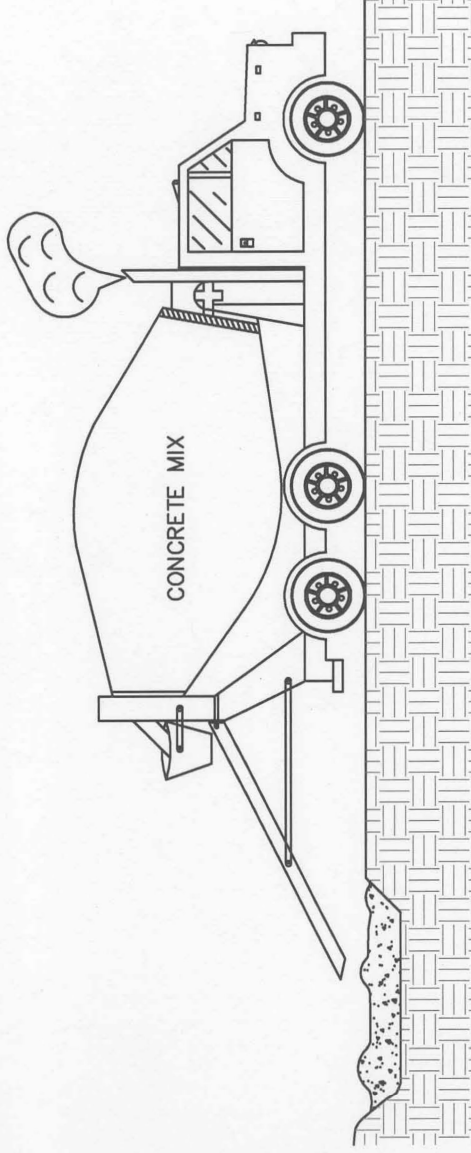
PROJECT MANAGER:

FRANK A. AGUIJO, P.E.

DATE 10/21/2008



59A



NOT TO SCALE

#### DESCRIPTION

THE FOLLOWING STEPS SHALL HELP REDUCE STORM WATER POLLUTION FROM CONCRETE WASTE BY PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFF-SITE, PERFORMING ON-SITE WASHOUT IN A DESIGNATED AREA, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

#### APPROACH

THE FOLLOWING STEPS SHALL HELP REDUCE STORM WATER POLLUTION FROM CONCRETE WASTES:

- STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS.
- AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON-SITE.
- PERFORM WASHOUT OF CONCRETE TRUCKS OFF SITE OR IN DESIGNATED AREAS ONLY.
- DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.
- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS.
- FOR ON-SITE WASHOUT:
  - LOCATE WASHOUT AREA AT LEAST 50' FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES. DO NOT ALLOW RUNOFF FROM THIS AREA BY CONSTRUCTING A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH FOR LIQUID AND SOLID WASTE.
  - WASH OUT WASTES INTO THE TEMPORARY PIT WHERE THE CONCRETE CAN SET, BE BROKEN UP, AND THEN DISPOSED OF PROPERLY.
- WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER TO A BERMED OR LEVEL AREA.
- DO NOT WASH SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO THE STREET OR STORM DRAIN. COLLECT AND RETURN SWEEPINGS TO AGGREGATE BASE STOCK PILE, OR DISPOSE IN THE TRASH.

### ENGINEERING SERVICES DIVISION DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT CITY OF SALINAS

#### TITLE: CONCRETE WASTE WASHOUT MANAGEMENT PLAN

#### STANDARD PLAN

DESIGNED BY:

STAFF

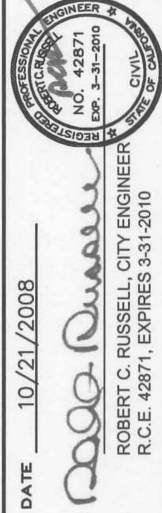
DATE 10/21/2008

CADD BY:

STAFF

PROJECT MANAGER:

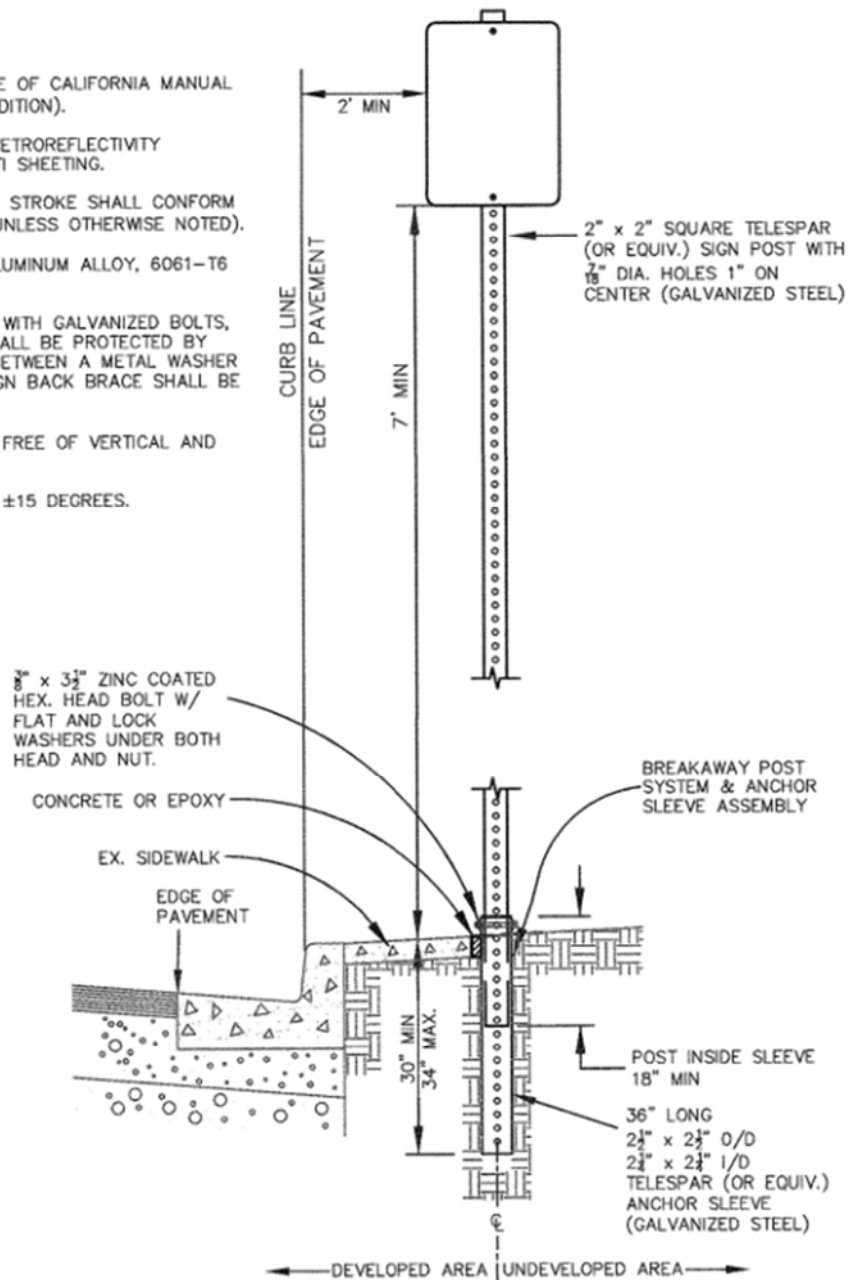
FRANK A. AGUIAO, P.E.



# 59B

## GENERAL NOTES

1. DRAWING NOT TO SCALE.
2. ALL TRAFFIC SIGNS SHALL CONFORM TO THE STATE OF CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
3. ALL TRAFFIC SIGNS SHALL MEET THE CA-MUTCD RETROREFLECTIVITY STANDARDS. ALL SIGNS SHALL HAVE ANTI-GRAFFITI SHEETING.
4. LETTERS, NUMBERS, SYMBOLS, BORDERS, SIZE AND STROKE SHALL CONFORM TO THE LATEST CALTRANS SIGN SPECIFICATIONS (UNLESS OTHERWISE NOTED).
5. SIGNS SHALL BE CONSTRUCTED OF 0.08" THICK ALUMINUM ALLOY, 6061-T6 OR 5136-H36.
6. ALL SIGNS ERECTED SHALL BE AFFIXED TO POSTS WITH GALVANIZED BOLTS, WASHERS, AND NUTS. THE FACE OF ALL SIGNS SHALL BE PROTECTED BY PLACING EITHER A FIBER OR NEOPRENE WASHER BETWEEN A METAL WASHER NEXT TO THE BOLT HEAD AND THE SIGN FACE. SIGN BACK BRACE SHALL BE USED ON ANY SIGN 36" X 36" OR LARGER.
7. INSTALLED SIGN AND POST SHALL BE PLUMB AND FREE OF VERTICAL AND LATERAL MOVEMENT.
8. ALIGN POST PERPENDICULAR TO PATH OF TRAVEL  $\pm 15$  DEGREES.



## POLE DETAIL

NTS



# CONSTRUCTION AND DEMOLITION (C&D) DIVERSION

## DIVERT

Not sent to  
Landfill

CA requires all C&D projects to divert at least 65% of the C&D debris and 100% of inert materials generated by the project.

**Plan and manage your C&D waste appropriately to avoid fees and delays.**

Consult your building permit paperwork for specifics.

~ Fees are listed at [SalinasValleyRecycles.org](http://SalinasValleyRecycles.org) or scan QR code below ~

Divert  
**100%**

## INERT MATERIALS, SOURCE-SEPARATED

Non-hazardous, non-reactive materials. (FEES APPLY)

- Asphalt
- Concrete (no rebar), Brick, or Porcelain
- Concrete with rebar/pipe
- Clean Fill Dirt (up to 10 c.y. without pre-approval)
- Roofing materials

## SOURCE-SEPARATED

Separated waste, like wood or metal, sorted at the site for recycling

## DONATION

Donations count as Diversion. Keep records.

## DIVERTIBLE C&D DEBRIS

### Mixed C&D Loads (FEES APPLY)

Only these materials may be mixed together:

- **Wood** (2x4's, plywood, pallets and wood framing, etc. – nails ok)
- **Dry Wall** (Sheet rock, gypsum board)
- **Roofing Materials** (Wood/asphalt shingles and tar paper)
- **Cardboard**

### Source-Separated

(FEES APPLY)

- **Appliances** (with Freon: refrigerators, air conditioners, etc.)
- **Yard Waste** (grass clippings, leaves, branches, shrubs, etc.)
- **Clean Wood /Lumber** (no painted or pressure treated)

### Source-Separated Recyclables (NO CHARGE)

- **Appliances** (without Freon: water heaters, stoves, etc.)
- **Cardboard, Mixed Paper**
- **Rigid Plastics, Bottles & Cans** (CRV)
- **Metal** (aluminum frames, ventilation ducting/flashing, etc.)
- **Electronic Waste**
- **Mattresses & Box Springs** (clean & dry)
- **Carpet and Carpet Padding\*** (clean & dry)

\*Only Accepted for Recycling at Madison Lane Recycling Center, located at 1104 Madison Lane, Salinas

Divert  
**65%**  
MINIMUM

## LANDFILL - TRASH (FEES APPLY)

(MUST NOT BE MORE THAN 35% TOTAL WASTE)

- |  |   |
|--|---|
| • Bagged Materials                             | • Stucco  |
| • Foam Polystyrene (Styrofoam)                 | • Tile & mesh backing                                   |
| • Fiberglass                                   | • Particle Board/MDF                                    |
| • Insulation                                   | • Treated wood*   |
| • Furniture (Cabinets, Couches, Chairs, Desks) | • *Special Handling Required                            |
| • Plastic Film (shrink wrap, bags)             | • Trash or Mixed Loads (C&D mixed with trash or inerts) |
| • Plastic Strapping /Tarps                     | • Lunch waste   |
| • PVC Piping                                   | • Windows or Doors                                      |



### Jolon Road Transfer Station

52654 Jolon Rd.  
King City, CA, 93930  
Mon-Fri: 8am-4pm  
Sat: 8am-12pm  
(831) 385-0353

**Johnson Canyon Landfill**  
31400 Johnson Canyon Rd.  
Gonzales, CA, 93926  
Mon-Fri: 7am-4pm  
Sat. & Sun: 8am-4pm  
(831) 675-2165



[SalinasValleyRecycles.org](http://SalinasValleyRecycles.org)



## City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901

(831) 758-7251 • (831) 758-7938 (Fax) • [www.ci.salinas.ca.us](http://www.ci.salinas.ca.us)

### Construction and Demolition (C&D) Diversion Requirements

**Salinas Municipal Code 9-11.1** requires all Construction and Demolition (C&D) projects within the City to divert at least 65% of the C&D debris and 100% of inert materials generated by the project. In addition, all building and demolition permit applicants must prepare and submit a C&D Waste Reduction and Recycling Plan at the time of the permit application (prior to permit issuance), and a final C&D Waste Reduction and Recycling Report. **Failure to file recycling reports with the City may result in non-compliance fees and/or delay issuance of the Certificate of Occupancy or final inspection.**

Options for the disposal/recycling of C&D debris include:

1. Contracting with the exclusive franchise for disposal/recycling services,
  - **If you need to set up service, call Republic Services of Salinas at (831)751-5443.**
  - Identify that your project is a C&D project and **keep all applicable invoices from Republic.**
  - Divert more by requesting separate bins to source separate C&D debris on-site (cost savings may apply).
2. Self-hauling C&D debris from the project directly to a bonafide processing facility using the applicants / contractor's equipment and vehicles (if source separated, cost savings may apply). **For questions on other preferred providers or general questions contact:**

**Salinas Valley Recycles  
(Salinas Valley Solid Waste Authority)  
1104 Madison Lane, Salinas, CA 93907  
(Main) 831.775.3000 | (Fax) 831.755.1322**

### INSTRUCTIONS

1. Complete, sign and submit the attached C&D Waste Reduction and Recycling Plan.
2. If you plan to self-haul your C&D debris, use the attached list of bonafide processors to locate facilities that will recycle your materials. Inform the recycling facilities that the material is generated in the City of Salinas so origin codes on the weight tickets can be recorded correctly. **Always ask the recycling facility for all of your weight tickets and receipts.**
3. Once your project is complete, you must submit the attached C&D Waste Reduction and Recycling Report. **Make sure to keep all weight tickets and receipts for all of your recycled and disposed materials.**
4. Your final Waste Reduction and Recycling Report should include the following information and be provided to your inspector at the time of final inspection:
  - a. Identify the types and quantities (tons) of materials recycled, reused, salvaged and/or disposed,
  - b. Identify how the materials were handled: "source separated" or "mixed",
  - c. Identify the method of transport for debris materials (self-haul, franchise hauler),
  - d. Identify where the materials were taken for recycling or disposal.



## City of Salinas

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(831) 758-7251 • (831) 758-7938 (Fax) • [www.ci.salinas.ca.us](http://www.ci.salinas.ca.us)

### **Construction & Demolition - Waste Reduction and Recycling Plan**

Permit # \_\_\_\_\_ Date \_\_\_\_\_  
Site Address: \_\_\_\_\_ Zip Code \_\_\_\_\_  
Company/Owner Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
City, State and Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
**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:

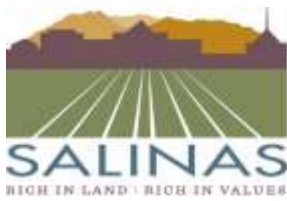
- I am the owner/agent for this permit application and have read the requirements of the ordinance;
- I will submit a Waste Reduction & Recycling Plan with the permit application and, to the best of my ability, I agree to recycle, divert and/or salvage the materials listed above;
- I will submit a Waste 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)





## City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901

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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>	<i>18.43 tons</i>	<i>N/A</i>	<i>X</i>		<i>Self-Haul</i>	<i>Johnson Canyon Landfill</i>
Asphalt		N/A				
Brick / Rock		N/A				
Concrete / Cement		N/A				
Dirt / Clean fill		N/A				
Roofing materials		N/A				
Other:		N/A				
Other:		N/A				
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:

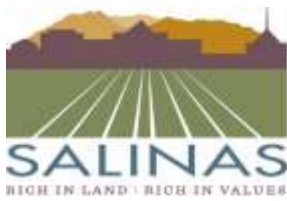
Explanation /Comments:

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/FacIT/Conversion1.pdf](http://www.calrecycle.ca.gov/FacIT/Conversion1.pdf)


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

**ATTACHMENT A: CITY OF SALINAS HOLIDAY SCHEDULE**

# MEMORANDUM

## *City of Salinas*

To: All City Employees

From: Rene Mendez, City Manager 

Date: September 16, 2024

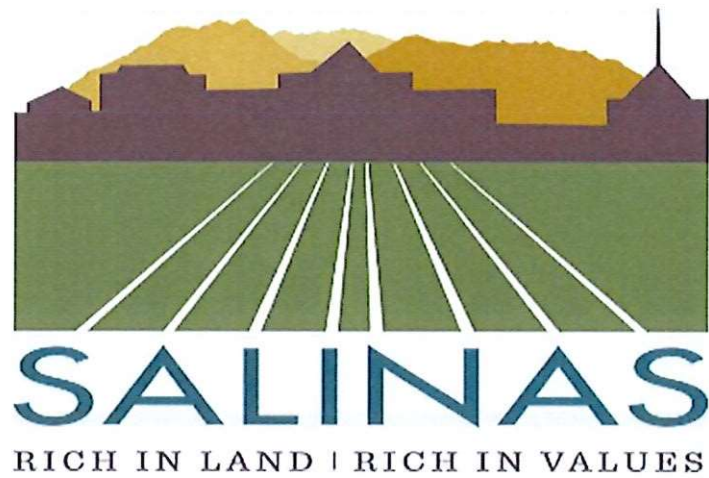
### **SUBJECT: 2025 HOLIDAY SCHEDULE**

The City of Salinas will observe the following official holidays during calendar year 2025.

#### Holiday

New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Lincoln's Birthday	Wednesday, February 12, 2025
Presidents Day	Monday, February 17, 2025
Cesar Chavez Day	Monday, March 31, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Friday after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025

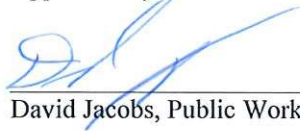
## **PART F – QUALITY ASSURANCE PROGRAM**



**CITY OF SALINAS  
PUBLIC WORKS DEPARTMENT**

**QUALITY ASSURANCE PROGRAM (QAP)**

Approved By:

A blue ink signature of David Jacobs, written over a horizontal line.

David Jacobs, Public Works Director

Date:

4-13-2021  
April 13, 2021

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## **1. GENERAL**

The City of Salinas' (City) Quality Assurance Program (QAP) has been developed by the City to provide guidelines for testing of construction materials and assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. The City's QAP is updated a minimum of every five years to address changes to project specifications, materials, and updates to the testing methods. The QAP is incomplete without Attachment 1 through 3.

**Projects OFF the State Highway System (SHS), follow the QAP outlined in this document**

**Projects ON the State Hwy System, follow the QAP outlined in Caltrans manual, Section 2.3 QAP Requirements for projects on the SHS:**

### **QAP Documents**

These QAP documents are to be used:

- The California Department of Transportation (Caltrans) Construction Manual
- The Caltrans Independent Assurance (IA) Manual
- Construction Manual Supplement for Local Agency RE's per LAPM chapter 16.
- Local Assistance Structure Representations Guidelines per LAPM chapter 16.

The Caltrans Construction Manual provides the frequency of acceptance testing and outlines the acceptance testing program. The Caltrans IA Manual details the Caltrans Independent Assurance Program to be followed that has been approved by FHWA.

These manuals are available at the following websites:

[http://www.dot.ca.gov/hq/construc/manual2001/chapter6/chp6\\_1.pdf](http://www.dot.ca.gov/hq/construc/manual2001/chapter6/chp6_1.pdf)

<http://www.dot.ca.gov/hq/esc/Translab/IAPMasterList/2005%20IA%20Manual.pdf>

### **Plans and Specifications**

Caltrans and local agency projects on the SHS are required to use Caltrans approved plans specifications.

### **Test Methods**

On Caltrans (CT) and local agency projects on the SHS, CT methods are required to be followed. All CT methods are available at the following website:

<http://www.dot.ca.gov/hq/esc/ctms/index.html>

## **2. DEFINITION OF TERMS**

**Quality Assurance Program (QAP):** A sampling, testing and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications.

The main elements of a QAP are the Material Acceptance Program and the Independent Assurance Sampling and Testing Program.

**Material Acceptance Program:** Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer's Certificate of Compliance, Source Inspection, or field inspection.

**Acceptance Testing (AT):** Testing of project materials to determine compliance with the contract specification criteria.

**Certificate of Compliance:** A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications.

**Source Inspection:** Sampling, testing and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

**Independent Assurance Program (IAP):** A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

### **3. MATERIALS ACCEPTANCE PROGRAM**

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in the contract specifications and this document:

1. Field Sampling and Acceptance Testing
2. Source Inspection and Testing
3. Manufacturer's Certificate of Compliance (with attachments if required)
4. Visual Inspection (for minor quantities)

#### **FIELD SAMPLING AND ACCEPTANCE TESTING:**

##### **General:**

- Acceptance sampling and testing shall be performed by certified materials testing personnel.
- Acceptance testing will be performed utilizing accredited materials testing laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A materials testing results log shall be maintained for all test methods performed on a project.
- Test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results shall be fully documented, including details documenting remove/replace, rework/re-test, and deduction/CCO.
- Justification shall be provided for any failing material allowed to remain in place.



**Sampling and Testing Locations and Frequencies:**

- Sample and testing locations and frequencies shall be in accordance with the contract specifications.
- If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in Attachment No. 1, *Acceptance Sampling and Testing Frequencies*.
- When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials: sampling shall be varied with respect to the time of the day, insofar as possible, in order to *avoid a predictable sampling routine*.

**Acceptance Test Methods:**

- The test methods used shall be as specified in the contract documents.
- For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test (or an equivalent):

Test Property	Test
Relative compaction	CT 216 or CT 231 or CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Grading (sieve analysis)	CT 202
Durability index	CT 229
Cleanness Value	CT 227

Test Methods equivalents to the test listed above require written approval.

**Acceptance Testing Laboratory:**

- Acceptance testing shall be performed as applicable by one or more of the following:
  - a) Consultant Materials Testing Laboratory
  - b) Other as specified and authorized by City of Salinas – Public Works Department
- The materials laboratory shall be under the responsible management of a California Registered Engineer with experience in sampling, inspection, and testing of construction materials.
- The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision.
- The Laboratory shall be properly accredited.
- The Laboratory testing personnel shall be appropriately certified.
- Testing equipment shall be properly calibrated.
- Laboratories shall comply with Section IV, Independent Assurance Program, of this document.

**Reporting Acceptance Test Results:**

- Test results shall be reported to the RE as soon as possible by email.
- Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

<b>Timetable for Providing Full Test Results to the RE</b>		
<i>If the material is sampled:</i>	<i>and the test performed is:</i>	<i>submit results to the RE within:</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

### **Acceptance Testing Summary Logs**

- The RE shall maintain a testing summary log for each test method performed on the project (CT 217, CT 202 etc...), and for each salient feature (structure backfill, subgrade, etc...).
- Attachment 2, Test Result Summary Log shall be used.

Test Result Summary Log shall include, at minimum the following:

- Name and ID Number of the Test Method Performed
- Date Tested
- Name of Tester
- Location
- Approximate Quantity of Material Represented by the Test
- Required Passing Result
- Actual Test Result
- Resolution of any Failing Results
- The RE shall use the log to track that:
  - Sampling is performed at the required frequencies;
  - Acceptance tests are performed at the required frequencies;
  - Tester certifications are current and on file; and
  - All failing tests have been mitigated and documented.

### **MANUFACTURER'S CERTIFICATES OF COMPLIANCE:**

#### **General:**

- Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
- Where required by the contract specifications and QAP, the contractor shall submit a certificate of compliance.

- Where required by the contract, the contractor shall attach test data or other documents to the certificate of compliance.
- The RE may perform sampling and testing on such materials at any time.

### **Materials Accepted by Certificate of Compliance**

A Certificate of Compliance will also be accepted in lieu of sampling and testing for the following materials, regardless of the quantity of material used on a project.

<b>Materials/ Product</b>
Asphalt
Asphaltic Emulsion
Asbestos Cement Pipe
Asbestos sheet packing
Asphalt modifier
Asphalt rubber joint sealant
Backer rods
Barbed wire
Blast cleaning material
Bonding Agent for repairing spalled surfaces
Bonding material
Brick
Cable-type restrainers/lock nuts
Cast Iron Pipe
Cast iron manhole rings and covers
Chemical adhesive for bonding tie bars and dowels in concrete pavement
Chemical adhesive for structures
Concrete admixtures and Curing compounds
Concrete Cementitious Material
Concrete- Minor Concrete
Ceramic Tile
Chain Link Fence and Railing
Concrete Anchorage Devices
Concrete Pipe Circular Reinforced Direct Design Method
Copper Pipe
Corrugated Metal Pipe
Crack Sealant
Crash Cushion

<b>Materials/ Product</b>
Joint Filler Material
Joint Seals (Type A and AL)
Joint Seal (Type B)
Joint Seal- Alternate Joint Seal Assemblies
Lime
Machine Spiral Wound PVC Pipeliners
Markers
Masonry Block
Micro Surfacing Emulsion
Mulch
Open Steel Flooring and Grating
Overside Drains
Parking Area Seal Material
Pavement Markers
Pavement Marking - Paint or Thermoplastic
Plastic Lumbar
Plastic Traffic Drums
Plastic Pipe for Drainage
Precast Concrete – Cementitious Material Used in Precast Concrete Products
Precast Concrete- Box Culverts
Precast Raised Traffic Bars
Preformed Compression Seal for Concrete Pavement
Preformed Membrane Sheet
Rapid Strength Concrete
Reinforcement
Reinforcement – Epoxy Coated and Epoxy Coated Prefab Reinforcement.
Reinforcement–Epoxy-Coating Patching Materials
Reinforcement – Headed Bar

<b>Materials/ Product</b>	<b>Materials/ Product</b>
Crumb Rubber Modifier	Reinforcement – Splice Material
Culvert Markers	Sheet Metal
Delineators	Sign Panels
Dowel Bar Cages	Silicone Joint Sealant
Drop Intel Grates and Frames	Slotted Edge Drain
Drain Tile	Soil Amendment
Drip Irrigation Line	Steel Crib Wall
Elastomeric Bearing Pads – Plain & Steel Reinforced	Steel Pipe Piles
Electrical Battery Backup System	Structural Plate Culverts
Electrical – Conductor	Structural Shape Steel Piles
Electrical – Conduit (Galvanized and Plastic)	Structural Sheet Piles
Electrical – Equipment	Structural Composite Lumber Used in Falsework
Electrical – Pull Boxes (Concrete and Plastic)	Structural Steel Thermal Spray Coat- Wire Feed Stock
Electrical – Service Cabinets	Styrofoam Filler
Epoxy	Subsurface Drain
Epoxy Powder Coating for Dowel Bars at Tie Bars	Temporary Fence (ESA)
Erosion Control	Thermoplastic
Expansion Joint Filler	Tie Bars/Tie Bar Baskets
Fiberglass Pipe	Timber Products (Treats/Untreated)
Filler Material for Repairing Spalled Surface Areas	Threaded Tie Bar Splice Couplers
Gabions	Turf Sod
Geocomposite Drain	Underdrains
Geosynthetics	Waterproofing Fabric
Glass Beads	Waterstop
Glue Laminated Timbers and Decking	Welded Wire Fabrics
Guide Markers	Wire Mesh Fencing
Irrigation Hose and Pipe	

Certificates of compliance shall conform to the requirements of the contract specifications, and shall include the following information:

- Be submitted by the Contractor before the material is incorporated into the work;
- Accompany the material to the job site.
- Identify the lot (or heat) number for each lot delivered;
- Include the contract number/project number;
- Include test data and other documents when required.
- State that the material complies with the contract specifications; and
- Be signed by the producer/manufacturer of the material.

**List of Materials Accepted by Certificate of Compliance:**

- This agency uses the Caltrans 2018, Caltrans 2015, and 2008 City of Salinas Standard Specifications.
- In accordance with the Caltrans 2018, Caltrans 2015, and 2008 City of Salinas Standard Specifications the materials listed above may be accepted by Certificate of Compliance.
- This list may be supplemented or amended by the contract Special Provisions or Technical Provisions.
- For projects on the SHS and projects that include grant funding, this agency uses the Caltrans latest specifications, Caltrans QAP Manual, and 2008 City of Salinas Standard Specifications.

**SOURCE INSPECTION AND TESTING:**

- Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (a.k.a. source inspected.)
- Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include: structural steel, precast pre-stressed concrete girders and pilings; RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, electrical items.
- The RE may reject source inspected material at the job site if deemed not acceptable, including:
  - Material damage in shipment or installation;
  - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material.)
- One or more of the following materials laboratories will be used to perform source inspection and testing:
  - a. Consultant Materials Testing Laboratory
  - b. Other as specified and authorized by City of Salinas – Public Works Department

**ACCEPTANCE OF MINOR QUANTITIES WITHOUT TESTING (VISUAL INSPECTION):****General:**

- Relative minor quantities of construction materials may be accepted without testing.
- The following 3 conditions must be met:
  1. Visual examination of the material is performed.
  2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
  3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

**Approximate quantities that may be accepted by visual inspection:**

- Aggregates other than for use in Portland Cement Concrete, not to exceed:
  - 100 tons per day, nor
  - 500 tons per project
- Bituminous mixtures (example: HMA), not to exceed:

- 50 tons per day, nor
- If project total is less than 500 tons, sample at engineer's discretion
- Bituminous material (example: Liquid Asphalt), not to exceed:
  - 100 gallons per project

#### 4. **INDEPENDENT ASSURANCE (IA) PROGRAM**

##### **General:**

- The IA program shall verify that:
  - Sampling and testing procedures are being performed correctly
  - All AT performed on the project uses a *qualified laboratory and certified testing personnel*.
  - All testing equipment is in good condition and properly *calibrated*.
- A complete review of AT shall be performed by IA program personnel, or an independent materials laboratory chosen by the agency, when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.
- The IA program duties, including certification of testers and qualification of lab, shall be executed by:
  - a) Local Agency designated IA person (Assigned by City Engineer)
  - b) Caltrans (for CT test methods only)
  - c) Consultant (this consultant shall be different from AT consultant)
- IA shall be performed on every type of materials test required for the project.
- IA samples and tests shall not be used for determining compliance with contract requirements.

##### **Laboratory Qualifications:**

- The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)
- The AT Laboratory qualification shall occur annually.
- A copy of the current laboratory qualification shall be kept in the project records.

##### **Tester Certification:**

- Sampling and testing personnel shall be certified for a maximum of two years by one or more of the following Personnel Certification Programs:
  - CT Materials Engineer and/or CT METS IA Representative (for CT tests only)
  - American Concrete Institute
  - National Institute of Certification of Engineering Technologies
  - Other nationally recognized organization
  - This agencies designated and qualified IA person (IA person may not perform AT)
  - A consultant lab qualified for such purposes.

- Proficiency tests shall be performed for testers to be certified on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types shall be witness tests.
- A copy of each tester's current and applicable certifications shall be kept in the project files.

**Equipment Certifications/Calibration:**

- Laboratory testing equipment shall be:
  - Capable of performing the tests required.
  - Be in good working order.
  - Be calibrated at least once each year.
  - Be calibrated by impartial means using devices of accuracy traceable to the **National Institute of Standards and Technology**.
  - Have a *decal* firmly affixed to each piece of equipment showing the date of the last calibration.

**5. RESIDENT ENGINEER'S CERTIFICATION OF PROJECT MATERIALS:**

- The RE shall complete and sign LAPM Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM), upon completion of a federal-aid project,
- The form shall explain and justify all materials incorporated into the work which did not conform to specifications, including changes by virtue of contract change orders.
- The form shall be filed in the project records.
- The form shall be included in the Report of Expenditures submitted to the Caltrans District Local Assistance Engineer.

**6. PROJECT QAP RECORDS:**

Project construction files shall be organized and indexed, and will include the following items:

1. Copy of Quality Assurance Program
2. Independent Assurance
  - a) Certs. Of Proficiency – Testers and Samplers (Exhibit 16-D TL-011)
  - b) Cert. of Accreditation of Testing Lab (TL-0113)
  - c) Equipment Calibration Verifications (Nuclear Gauge, etc...)
3. Notice of Materials to be Used (Ex. 16-I)
4. Acceptance Testing Results and Initial Tests
  - a) Summary Log of Acceptance Testing
  - b) Test Results/Reports
5. Certificates of Compliance
6. Buy America Certifications
7. Records of Source Inspection of structural pre-manufactured material (collect inspection tags)
8. Materials Certification (Ex. 17-G)

The project records shall be available in a single location for inspection by auditors and reviewed at any time during the project and up to three years following the end of final project voucher.

### **ATTACHMENTS**

ATTACHMENT NO. 1:	Acceptance Sampling and Testing Frequencies
ATTACHMENT NO. 2:	Acceptance Test Results Summary Log



## Sampling and Testing Frequency Table for projects OFF the SHS.

### HVEEM HOT MIX ASPHALT (HMA) (2010 and Earlier Caltrans Standard Specifications)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	At production startup and every 10,000 tons thereafter	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Percent Crushed Particles (1 and 2 faces for coarse aggregate and 1 face for fine aggregate)	CT 205		
L.A. Rattler (100 and 500 revolutions)	CT 211		
Fine Aggregate Angularity	CT 234		
Flat and Elongated Particles (5:1)	CT 235	1 per 750 Tons or part thereof; Minimum 1 per street per day. (b)	Random Locations Per CT 375
In-Place Density and Relative Compaction (e)	Nuclear (b) CT 375 (c)		
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	2 samples per mix design material per day / test 1 sample per mix design material per day and hold the other to be tested at the discretion of the Engineer	Loose Mix Behind Paver Per CT 125 (a)
Stabilometer Value (d)	CT 366		
Air Voids Content (d)	CT 367		
Asphalt Content	CT 382	At production startup and every 10,000 tons thereafter	Loose Mix Behind Paver Per CT 125 (a)
Voids in Mineral Aggregate	CT 367		
Voids Filled with Asphalt	CT 367		
Dust Proportion	CT 367		
Tensile Strength Ratio	CT 371	1 sample per day / hold and test at the discretion of the Engineer	At Plant Per CT 125
Asphalt Binder	Section 92 of the Caltrans Standard Specifications		
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source
- (e) Use CT 309 to determine maximum theoretical density in lieu of CT 308 or CT 367 calculated maximum theoretical density.

# Sampling and Testing Frequency Table for projects OFF the SHS.

## SUPERPAVE HOT MIX ASPHALT (HMA) (2015 and Later Caltrans Standard Specifications)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	AASHTO T 27	At production startup and every 10,000 tons thereafter	At Plant Per CT 125 (a)
Sand Equivalent	AASHTO T 176		
Percent Crushed Particles (1 and 2 faces for coarse aggregate and 1 face for fine aggregate)	AASHTO T 335		
L.A. Rattler (100 and 500 revolutions)	AASHTO T 96		
Fine Aggregate Angularity	AASHTO T 304, Method A		
Flat and Elongated Particles (5:1)	ASTM D4791	1 per 750 Tons or part thereof; Minimum 1 per street per day. (b)	Random Locations Per ASTM D2950
In-Place Density and Relative Compaction (e)	Nuclear (b) ASTM D2950 (c)		
Theoretical Maximum Specific Gravity and Density (Rice)	AASHTO T 209	2 samples per mix design material per day / test 1 sample per mix design material per day and hold the other to be tested at the discretion of the Engineer	Loose Mix Behind Paver Per CT 125 (a)
Air Voids Content (d)	AASHTO T 269		
Asphalt Content	AASHTO T 308	At production startup and every 10,000 tons thereafter	Loose Mix Behind Paver Per CT 125 (a)
Voids in Mineral Aggregate	MS-2 (g)		
Voids Filled with Asphalt	MS-2 (g)		
Dust Proportion	MS-2 (g)		
Hamburg Wheel Track	AASHTO T 324 (f)	1 sample per day / hold and test at the discretion of the Engineer	At Plant Per CT 125
Asphalt Binder	Section 92 of the Caltrans Standard Specifications		
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source
- (e) Use CT 309 to determine maximum theoretical density in lieu of CT 308 or CT 367 calculated maximum theoretical density.
- (f) As modified in the Caltrans Standard Specifications
- (g) MS-2 Asphalt Design Methods, 7<sup>th</sup> Edition, Asphalt Institute, February 2015.

# Sampling and Testing Frequency Table

*for projects OFF the SHS.*

## PORTLAND CEMENT CONCRETE (PCC) – STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

### COARSE AGGREGATE *(Note, aggregates are tested and wet mix is tested)*

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cubic yards and per each material source; 1 min. test per project; If bridge, 1 min. set per separate pour per abutment/pier/deck	Sample from site stockpile/plant prior to placement
Cleaness Value	CT 227		

### FINE AGGREGATE

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cubic yards and per each material source; 1 min. test per project; If bridge, 1 min. set per separate pour per abutment/pier/deck	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

### WET MIX

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	ASTM C143 or CT 533	1 per truck	Sample from truck/work site
Cylinders	CT 539 and CT 540	1 min. set of 3 per day (1- 7 day, 1- 14 day, and 1- 28 day); If bridge, 1 min. set per separate pour of abutment/pier/deck	

# Sampling and Testing Frequency Table for projects OFF the SHS.

## SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216 and CT 231	1 min. test per 5,000 sq ft under vehicle traveled way and shoulder	At site of in-place density test hole

## AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per material source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216 and CT 231	1 min. test per 5,000 sq ft	At site of in-place density test hole

## STRUCTURAL BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per material source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216 and CT 231	1 min. test per 5,000 sq ft	At site of in-place density test hole

### Material Acceptance Sampling and Testing Requirements: Seal Coats

Test	Test Method	Sample Size & Container Size	Sampling Location	Acceptance and Test Frequency	Remarks
POLYMER MODIFIED ASPHALTIC EMULSION					
Viscosity	AASHTO T 59	1-qt widemouth plastic jar with screw-on lid	Transport tanker	Once per Shipment /Hold for testing at the discretion of the Engineer	Certificate of compliance required with each shipment
Sieve Test	AASHTO T 59				
Demulsibility	AASHTO T 59				
Coating	AASHTO T 59				
Residue by Distillation	AASHTO T 59				
Torsional Recovery	California Test 332				
Penetration	AASHTO T 49				
Ring and Ball	AASHTO T 53				
SLURRY SEAL / CHIP SEAL AGGREGATE					
Los Angeles Rattler (loss at 500 revolutions)	California Test 211	50 lb	Stockpile	Once per project	
Percentage of Crushed Particles	California Test 205				
Film Stripping	California Test 302				
Durability Index	California Test 229				
Sieve Analysis	California Test 202, California Test 105	30 lb	Stockpile	biweekly	
Sand Equivalent (Slurry Seal Only)	California Test 217				
Cleanness Value (Chip Seal Only)	California Test 227				
CRACK TREATMENTS					
Softening point	ASTM D36	2 each 3-lb minimum samples in silicone release boxes	From crack treatment material dispensing wand	Once per Shipment /Hold for testing at the discretion of the Engineer	Certificate of compliance required with each shipment
Cone penetration	ASTM D5329				
Resilience					
Tensile adhesion					
Asphalt compatibility					
Flexibility	ASTM D3111				
Specific gravity	ASTM D70				
Sieve test	See note in Section 37-6.01D(3) "Department Acceptance" of the Standard Specifications				
SAND FOR CRACK TREATMENT					
Sieve Analysis	California Test 202	25 lb	Stockpile	At the discretion of the Engineer	

Exhibit 16-Z2 Acceptance Testing Results Summary Log

Test Method Name: \_\_\_\_\_

Test Method Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Test Number	Date Sampled	Name of Sampler or Tester	Production		Test Results			Remarks
					Required Result	Actual Result	Pass/Fail	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
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24								
25								