



**NOTICE TO CONTRACTORS,
PROPOSAL,
AGREEMENT, &
SPECIAL PROVISIONS**

FOR CONSTRUCTION ON
Project No: 16-60
Linwood Avenue ATP Improvements
STATE PROJECT: ATPL-5165 (088)

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-6021
Contact Person: Randall Jones

Nathan Bray, PE
Interim Development Services Director/City Engineer

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Wednesday, June 30, 2021
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380



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CITY OF TURLOCK, CALIFORNIA

NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Wednesday, June 30, 2021, for:

City Project No. 16-60 Linwood Avenue ATP Improvements ATPL-5165 (088)

In accordance with and as described and provided in the plans, specifications and the proposed form of contract therefore, all of which are on file in the office of the City Engineer, and to which special reference is hereby made.

No verbal, telegraphic, electronic mail, facsimile, or telephone Proposals shall be considered.

Proposals are required to be complete and for the entire work, materials and improvements unless the contrary is indicated in the specifications.

In accordance with the provisions of California Business and professions Code, Section 7028, Contractor shall possess one of the following Contractor license(s) at the time of bid and for the duration of the contract:

1. A-General Engineering Contractor

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's License Board.

Each proposal must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond, the proposed form of which is on file in the office of the City Engineer of said City and to which special reference is hereby made in a sum not less than ten percent (10%) of the total amount bid, payable to the City of Turlock as liquidated damages in the case the bidder is awarded the contract and fails within ten (10) days after the date of mailing to him by the City Engineer of a notice of award of the contract and that the contract is ready for signature to execute the above-mentioned written contract and file with the City Engineer satisfactory insurance certificates as required by the terms of said contract and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of material, men and laborers. Special reference is hereby made to Sections 5100, et. seq., of the Public Contracts Code of the State of California and to the proposed forms for said bonds now on file in the office of the said City Engineer for further particulars regarding bonds.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Bidders' attention is directed to the insurance requirements in the contract. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

No proposal will be considered unless made on forms furnished by the City Engineer of said City at his office of said City. Each proposal must be sealed, and the envelope containing the same must be addressed to the City Engineer of the City of Turlock and must be plainly marked. Each proposal shall clearly identify the bidders name and address on the sealed envelope.

Each bid shall separately state in figures the price offered for the approximate quantity of each item set forth and shall also state in words and figures the total contract price. Quantities set forth in the proposal form and in the specifications are approximate only, being given as a basis for comparison of bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the City Engineer.

Proposals may not be withdrawn for a period of sixty (60) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

At the request and expense of Contractor, pursuant to Division 2, Part 5, Section 22300, et. seq., of the Public Contracts Code, securities equivalent to any funds withheld as retention from progress payments made under this contract may be deposited with the City of Turlock or with a State or Federally chartered bank as escrow agent, who shall pay such moneys to Contractor upon completion of the contract.

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **Fifty dollars (\$50)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to <http://www.cityofturlock.org/capitalprojects>

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction

contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.


No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

DATED: 6/4/21

CITY OF TURLOCK

By: 
Nathan Bray, PE
Interim Development Services Director / City Engineer

PROPOSAL

Project No. 16-60

**Linwood Avenue ATP Improvements
ATPL-5165 (088)**

City of Turlock, California

DATED: _____

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item 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 unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 2:00 PM on Wednesday, June 30, 2021 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal

Page No.

- ☐ PROPOSAL AND BIDDING FORM..... 5-11
- ☐ AFFIDAVIT 12
- ☐ INFORMATION REQUIRED OF BIDDER 13-14
- ☐ BIDDER'S BOND 15-16
- ☐ LIST OF SUBCONTRACTORS..... 17

* Signing the bid form constitutes acceptance and certification

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Linwood Avenue ATP Improvements

PROJECT NUMBER: 16-60 ATPL-5165 (088)

OPENING DATE: June 30, 2021

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demolization	LS	1		
2	Construction Project Sign	EA	2		
3	Construction Area Signs	LS	1		
4	Site Erosion Control Procedures	LS	1		
5	Temporary Traffic Control	LS	1		
6	Remove, Relocate, or Salvage Existing Improvements	LS	1		
7	Earthwork and Grading	LS	1		
8	Remove Tree and Backfill	EA	12		
9	Fence	LS	1		
10	Minor Concrete (Curb and Gutter - C-1)	LF	1109		
11	Minor Concrete (Roll Curb)	LF	34		
12	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	3457		
13	Minor Concrete (Alley Approach)	SF	548		
14	Minor Concrete (Driveway)	SF	3217		
15	Curb Ramps (Labor Only)	EA	2		
16	HMA	TON	449		
17	Aggregate Base	CY	443		
18	TID Irrigation Extension	LS	1		
19	1" Water Service with Meter Box	EA	4		
20	Fire Hydrant Assembly	EA	1		
21	30" Perforated Storm Drain Trench System	LF	608		
22	18" Storm Drain	LF	257		
23	60" Diameter Manhole	EA	2		
24	Catch Basin No 3 (SD-3)	EA	3		
25	Sanitary Sewer Service Lateral	EA	2		
26	Sanitary Sewer Service Lateral Extension	EA	1		
27	Electrolier	EA	4		
28	RRFB Pedestrian Activated System	LS	1		
29	Adjust Water Boxes to Grade	EA	5		
30	Red Curb	LF	1300		
31	Pavement Striping (Detail 32)	LF	1163		
32	Pavement Striping (Detail 39)	LF	2076		
33	Pavement Striping (Yellow Crosswalk)	SF	440		
34	Pavement Markings (White Thermo)	SF	3180		

35	Type BB Marker	EA	4		
36	Roadside Sign and Post (R7-9)	EA	1		
37	Roadside Sign and Post (R1-5)	EA	2		
38	Additional Items of Work Not Included in Items 1-36	LS	1		
Subtotal					

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. _____ Date _____ Signed _____
No. _____ Date _____ Signed _____
No. _____ Date _____ Signed _____

BASE BID WRITTEN IN FIGURES: \$ __, __ __ __, __ __ __. __ __

BASE BID WRITTEN IN WORDS: _____

CONTRACTOR: _____

BIDDER'S FORM - ALTERNATE 1

PROJECT TITLE: Linwood Avenue ATP Improvements ATPL-5165 (088)

PROJECT NUMBER: 16-60

OPENING DATE: June 30, 2021

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
38	Grind Existing Asphalt	LS	1		
39	Pavement Fabric	LS	1		
40	Hot Mix Asphalt (1.5")	TN	250		
41	Adjust Frames and Covers to Grade	EA	4		
ALTERNATE BID SUBTOTAL					

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED.

ALTERNATE BID WRITTEN IN FIGURES: \$ __, __ __ __, __ __ __. __ __

ALTERNATE BID WRITTEN IN WORDS: _____

BASE BID PLUS ALTERNATE BID WRITTEN IN FIGURES: \$ __, __ __ __, __ __ __. __ __

BASE BID PLUS ALTERNATE BID WRITTEN IN WORDS: _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____

(Number)

(Street)

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: _____

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

_____, Contractor's License # _____, Class ____
(Company's Name)

Expires _____. DIR #: _____

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X _____
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. _____ Expiration Date _____.

DATED: _____, 20 _____

Address: _____

Phone: _____

X _____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address:_____

Contractor's telephone number:_____

Number of years experience as a contractor in construction work or installation work similar to that required in these specifications:

Name of person who inspected the site of the proposed work for your firm:

Date of Inspection:_____

List at least four projects completed as of recent date:

Project No. and Title:	_____
Class and Type of Work:	_____
Name, Address, and Phone No. of Owner	_____
Registered Engineer in Charge of Project:	_____
Total Contract amount:	_____
Contract amount you performed:	_____
Name of Prime Contractor if you were Sub:	_____
Date Completed:	_____
Liquidated Damages Assessed:	_____

Project No. and Title:	_____
Class and Type of Work:	_____
Name, Address, and Phone No. of Owner	_____
Registered Engineer in Charge of Project:	_____
Total Contract amount:	_____
Contract amount you performed:	_____
Name of Prime Contractor if you were Sub:	_____
Date Completed:	_____
Liquidated Damages Assessed:	_____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as
BIDDER, and _____ as
SURETY a corporation duly organized under the laws of the State of _____
and duly licensed to become sole Surety on bonds required and authorized by the State of California, as
SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal
sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named,
submitted by said Bidder to the City, for the work described below, for the payment of which sum in
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability
of the Surety hereunder exceed the sum _____

Dollars (\$ _____).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the
above-mentioned bid to the City for certain construction specifically described as follows for which bids
are to be opened at Engineering Division, Development Services Department, City Hall, 156 S.
Broadway Suite 150, Turlock, California, on

_____, _____, 20____, at_____
(day) (date) (time)

for **Project No. 16-60, "Linwood Avenue ATP Improvements ATPL-5165 (088)."**

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this _____ day of _____, 201_.

BIDDER

(Bidder's Name and Corporate Seal)

(Signature)

(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

(Surety's Name and Corporate Seal)

(Signature)

(Print Name and Title)

**(ATTACH ACKNOWLEDGMENT OF SURETY'S
ATTORNEY-IN-FACT)**

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

SUB-CONTRACTORS
City Project No. 16-60
Linwood Avenue ATP Improvements
ATPL-5165 (088)

Prime Contractor: _____ DIR NUMBER: _____

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or labor or who will render service to the prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the prime Contractor's total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-60

**Linwood Avenue ATP Improvements
ATPL-5165 (088)**

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and _____, a _____ (“Contractor”), on this ____ day of _____ 20__ (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of _____ (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on _____, 20__, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Linwood Avenue ATP Improvements ATPL-5165 (088);
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract

Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**General Conditions and Special Provisions for Linwood Avenue ATP Improvements ATPL-5165 (088).**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed _____ **Dollars** (\$_____.00) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Seventy Five (75)** working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
 2. where the delay is caused by actions beyond the control of Contractor; or
 3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as

may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One thousand** and no/100ths Dollars (**\$1000.00**) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written

notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (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 judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. 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 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor

Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

15. Other Contracts: City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained

City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million

Dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Not required for this project.

(e) *Contractors Pollution Insurance.* Not required for this project.

(f) *Professional Liability Insurance.* Not required for this project.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(k) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval

of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as

otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. Notices: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or

communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, Interim City Attorney
P.O. Box 92
Modesto, Ca 95353

If to Contractor: _____

If to Contractor’s Sureties: _____

26. City Contract Administrator: The City’s contract administrator and contact person for this Agreement is:

City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-_____
E-mail: _____@turlock.ca.us

27. Interpretation: As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. Modification. No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

33. Waiver: No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

34. Assignment: No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. Authority: All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

38. Counterparts: This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. Headings: Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

41. Attorney's Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. Necessary Acts and Further Assurances: The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

43. Recitals: The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of ____ pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

DIR Registration Number:

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development
Services Director/City Engineer

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
, City Clerk

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent (5%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent (5%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance

- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

B. Materials. Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

- 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
- 1.2. Current during the work paid by force account.
- 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____

Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 16-60, "Linwood Avenue ATP Improvements ATPL-5165 (088)"**; and,

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 bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's 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 defend, indemnify and save harmless the City of Turlock, 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.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No. 16-60, “Linwood Avenue ATP Improvements ATPL-5165 (088)”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$_____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

SPECIAL PROVISIONS

City Project No: 16-60

**Linwood Avenue ATP Improvements
ATPL-5165 (088)**

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. Official bid documents including plans and specifications are available online at <http://www.cityofturlock.org/capitalprojects>. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.
2. Contractor shall coordinate electrical connection with Turlock Irrigation District.
3. Local utility companies will need to relocate their overhead facilities. Turlock Irrigation District will perform their relocation after October 2021. The City will issue the Notice to Proceed on October 4, 2021 to allow the contractor to remove existing trees and install TID irrigation improvements as shown on the plans. The City will then issue a suspension of working days until April 4, 2022 to allow utility companies to perform their work.
4. School hours are subject to change due to Covid. However, contractor shall plan that school drop off is at 8AM and pick up is at 3PM. Contractor shall not close the road at any point and shall plan to perform paving operations on the weekends or after school is out on May 27, 2022.
5. This project will use Caltrans Specifications for oil index price adjustments for Hot Mix Asphalt.
6. Turlock Scavenger's trash day is every Friday. Contractor shall coordinate with Turlock Scavenger and home owners to ensure traffic schedule is not affected.

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the 2010 Edition of the State of California, Department of Transportation Standard Specifications and Standard Plans (with exception that English units are to be used in place of metric) and in accordance with the following Special Provisions.

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to City.

Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. City of Turlock Standard Specifications
9. City of Turlock Standard Drawings
10. Caltrans Standard Specifications
11. Caltrans Standard Plans

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the architect, engineer or owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor's attention is directed to the "Notice to Contractor" for the date, time and location of the mandatory Pre-Bid meeting, if applicable.

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book must be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

The actual sizes, locations and materials of existing utilities and facilities shown on the plans may vary from what is shown on the plans. Attention is directed to the possible existence of underground facilities not indicated on the plans or in the special provisions. Contractor shall be responsible for verifying the locations and nature of the existing utilities, protecting them from damage and notifying Engineer of their location and nature.

Contractor shall examine carefully the site of the work. It is assumed that Contractor has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed.

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.21, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

Full compensation for furnishing all labor, materials, tools, equipment (including dewatering devices), and incidentals, and for doing all the work involved with and/or in verifying existing utilities, facilities, site and subsurface conditions as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days 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:

Attention: Tania Hernandez
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

Bid protests are due in writing by the fifth calendar day after the bid opening and are to be delivered to the following address:

Nathan Bray, PE
156 S Broadway Suite 150
Turlock, CA 95380

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND DELAY DAMAGES

Attention is directed to Section 6 "Time For Performance" of the Contract.

At no time shall construction begin prior to the issuance of the Notice to Proceed. Any work performed prior to the Notice to Proceed shall be done at the Contractor's own risk and payment will not be made therefor.

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.22, "Order of Work," of these Special Provisions.

Should the Contractor choose to work on a Saturday, Sunday or Legal Holiday as defined in Section 5.15 "Working Hours," of these Special Provisions, the Contractor shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Attention is directed to Section 9 "Delay Damages" of the Contract.

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract.

City shall furnish to Contractor five hard copies of the Contract Documents and plans. Contractor may produce additional copies as needed at Contractor's expense.

SECTION 5 GENERAL

5.01 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.

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

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7 1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5.02 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications, however certified payroll is not submitted to Caltrans for this project. Contractor shall submit certified payroll records to the DIR and to the City.

State Prevailing Wage Rates

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Changes, if any, to the general prevailing wage rates, will be available at the same location. Future effective general prevailing wage rates, that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

The contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, 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, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
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.

Upon notification of any of the above, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, a change order shall be issued to modify the contract scope.

In the event that a dispute arises between the City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined 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 Engineer in writing.

In conformance with 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 will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications.

5.07 SUBCONTRACTING:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

At the pre-construction meeting, prior to starting work, Contractor shall submit a complete listing of subcontractors and the value of the work each subcontractor will perform. This list shall contain all information identified on Exhibit 12-G of the Local Assistance Procedures Manual.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5.08 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 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 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's 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. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the 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.

5.09 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, 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 a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's 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 Business and Professions Code. 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.

5.10 PAYMENTS:

Attention is directed to Section 19, "Payments to Contractor," of the Contract.

At the end of each month the Contractor shall submit a proposed progress invoice. The invoice shall delineate each bid item, the amount of work performed for the invoice period (previous month) and the total amount of work performed to date. A sample invoice with all of the required items will be given to the Contractor at the pre-construction meeting.

The Engineer will review the progress invoice and after any changes the Engineer makes, will issue an official invoice for the Contractor to sign. The Contractor shall sign the official invoice and return to the Engineer. After the Engineer receives the signed, official invoice, the progress payment will be processed.

Retention in the amount of 5% of the progress payment amount shall be held from all progress payments. Retention will be released 35 days after the Notice of Completion has been filed, insofar as no stop notices were filed.

5.12 GUARANTY:

Attention is directed to Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.13 PUBLIC SAFETY:

In addition to any other measures taken by Contractor pursuant to the provisions of the Standard Specifications and the General Conditions, Contractor shall install temporary precast concrete barrier rail between any lane carrying public traffic and any excavation, obstacle or storage area when the following conditions exist:

Excavations: Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except;

- (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- (b) Excavations less than one foot deep.
- (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
- (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- (e) Excavations in side slopes where the slope is steeper than 4:1.
- (f) Excavations protected by existing barrier or railing.

At the end of each working day, if a difference of 0.50 feet exists between the elevation of the existing pavement and the elevation of any excavation within 2 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences,

structural material shall be used. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the cost for other contract items of work and no additional compensation will be allowed therefore.

Personal vehicles of 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 on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 4:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

5.14 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with Section 7 1.01I, "Sound Control Requirements," of the Caltrans Standard Specifications and these special provisions.

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety law for the protection of personnel.

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.

5.15 WORKING HOURS:

Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

See Special Notes section regarding working hours.

Contractor shall notify Engineer 48 hours prior to beginning work.

Contractor shall not work outside the above-mentioned working hours without prior written consent of Engineer.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

5.16 UNDERGROUND SERVICE ALERT REQUIREMENTS:

Contractor shall contact Underground Service Alert of Northern California at least 48 hours in advance of any construction activity, will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number. Contractor shall notify Underground Service Alert in the event of change in the project limits or change in original work previously shown on the plans or indicated in the specifications. Contractor shall not commence construction prior to City Inspector receiving City's notice from USA North regarding this construction activity.

5.17 DUST CONTROL:

Dust Control shall conform to the provisions in Section 10, "Dust Control", of the Standard Specifications and these special provisions.

Full compensation for Dust Control will be considered as included in the various contract items of work requiring Dust Control, as determined by Engineer, and no separate payment will be made therefor.

5.18 WATERING:

Watering shall be in accordance with Section 17, "Watering," of the Caltrans Standard Specifications.

Full compensation for Watering will be considered as included in the various contract items of work requiring Watering, as determined by Engineer, and no separate payment will be made therefor.

5.19 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

City will permit the use of a hydrant for construction purposes provided that the following are abided by:

1. A spanner wrench shall be the only type of wrench used on fire hydrants.
2. Contractor shall be liable for the damages to or loss of all hydrants and associated water lines and equipment which result from the use of this equipment.
3. Water shall only be used within City limits.
4. The vehicle must be approved by Engineer for approved backflow device.
5. Contractor shall pay a deposit on a water meter provided by the City. After the project ended the Contractor shall return the meter to the City for the release of the deposit.

Contractor shall obtain a no-fee monthly hydrant use permit for use of construction water for this project from the City of Turlock Municipal Services Department located at 156 S. Broadway Suite 270, Turlock, California 95380, ph:209-668-5590.

Use of city hydrants does not exempt Contractor from providing a water truck where hydrants cannot be utilized due to unsafe working conditions as deemed by Engineer.

5.20 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule. The progress schedule shall show the construction activities extending for the duration of the working days. Any deviation from the outline must be approved by Engineer. Contractor shall not be allowed to start construction activities until the progress schedule is accepted by Engineer.

See Special Notes section regarding progress schedule.

5.21 PRESERVATION OF PROPERTY:

The work performed in connection with various existing facilities shall be in accordance with Section 7-8, "Preservation of Property," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid injury or damage to existing improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are to remain in place.

Roadside trees, shrubs and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve Contractor of his responsibility under Section 2.02, "Existing Utilities and Facilities", of these provisions. It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities that may be subject to damage by reason of his operations.

Full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.22 ORDER OF WORK:

Order or work shall be in accordance with the provisions in Section 5-1.05, "Order of Work," of the Caltrans Standard Specifications and these special provisions.

See Special Notes section regarding progress schedule.

5.23 AS-BUILTS:

When the job is complete, Contractor shall provide City with as-built drawings. These as-built drawings shall show any and all differences (revisions, additions, etc.) between the signed improvement plans and the installed improvements. The Contractor shall identify all utilities that are located in the field. The as-builts will consist of redlined signed improvement plans. The NOC will not be issued until acceptable as-builts have been received by the Engineer.

5.24 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide a staking request no less than 1 week prior to Contractor starting work and not less than 48 hours before the staking is required to continue construction. The Contractor shall provide unimpeded access to the site and allow City survey crew to perform their work.

Contractor shall protect all survey stakes and markers during construction. If survey stakes and/or markers are damaged or destroyed during the course of construction, by vandalism or by any other means, Contractor may submit a request to have the survey re-staked. If re-staking is required, Contractor shall be back charged at the fully burdened hourly rate for the survey crew and shall fully reimburse City for all necessary materials and equipment.

Preservation of existing monuments shall be Contractor's responsibility. Contractor shall notify City of all monuments that may/will be disturbed by construction operations. City will tie off said monuments and provide Contractor a notice to proceed.

Once Contractor is finished with its construction operations, City will relocate the monuments. Contractor shall install a monument with concrete collar at each location which shall conform to the provisions in Section 25-1.01 "Survey Monuments" and Drawing M-1 "Monument Detail", of the City Standard Specifications and these specifications.

Contractor shall post all staking requests to Virtual Project Manager (VPM) under the Transmittal tab. See the supplementary conditions for information regarding VPM.

Prior to installation of formwork for concrete building structures, Contractor shall be required to notify the City a minimum of 48 hours in advance of scheduled formwork activities so that the City may complete a survey for the purposes of verifying horizontal and vertical placement. The Engineer shall review the survey results and determine if the preparation of the building pad area is in conformance with the project plans and specifications. Contractor shall not proceed with installing formwork until after it is determined that the building pad area is in conformance with the project plans and specifications. After formwork is in place and prior to pouring any concrete, Contractor shall notify the City a minimum of 48 hours in advance for a survey of formwork. Upon completion of the survey, the Engineer may either approve or disapprove of the formwork. Contractor shall not proceed with pouring concrete until after the Engineer has certified that the area is in compliance with the project plans and specifications. Contractor shall be required to correct this work in a manner acceptable to the Engineer if found to not be in conformance with the project plans and specifications at his/her own expense.

5.25 TESTING:

Unless otherwise noted, City of Turlock will supply all acceptance testing. Coordination of said testing is the responsibility of Contractor through the project's inspector. The Contractor shall provide at least 24 hours' notice to the Engineer in advance of needing acceptance testing. If the Contractor request testing and the Contractor is not ready for the testing to occur, the Contractor shall be back charged the cover the cost of the testing firm.

At sites chosen by the project inspector, City's testing laboratory will conduct all tests. Contractor shall supply any necessary equipment and or labor required to obtain all samples for the completion of the testing process.

City of Turlock shall compensate the testing laboratory for all initial tests. Secondary and all other follow-up tests required due to failure of initial testing shall be reimbursed to City of Turlock based on the following schedule:

Water sample test: \$300.00 Per Test

Compaction test: \$100.00 Per Test

5.26 SUBMITTALS:

General

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submission

Submittals shall be made electronically in accordance with Section 5.29, "Internet Based Construction Management System," of these special provisions.

Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Name of Contractor

Name of subcontractor (if applicable)

Description of item

Item Number on Bid Schedule

Contractor's initials and date indicating approval of item for submittal to Engineer

2. The brochure, product data sheet or catalog cut sheet. For all Product Data and Manufacturer's Instructions, excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents.
3. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.
4. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.
5. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.
6. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:
 7. Statement that the product complies with the respective contract specifications.
 8. Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.
 9. A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.
 10. Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

Review

Submittals will be processed by Engineer within ten (10) working days after receipt. When a submittal cannot be returned within that period, the Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned. Submittal shall receive one of four review actions:

1. No Exceptions Taken – The submittal is approved without comments.
2. Supply as Noted – The submittal is approved, provided that the Contractor addresses the included comments.
3. Rejected – The submitted product cannot meet project requirements and is rejected. Contractor shall provide a separate product that meets project requirements as a resubmittal.
4. Resubmit – The information provided with the submittal does not meet project requirements, however, Engineer has commented on some missing items that, if provided, may meet project requirements. Contractor shall resubmit the same product and provide additional information per the Engineer's comments.

Engineer will review submittals for general conformance with the Contract Documents. The work shall be in accordance with approved submittals except that the Contractor shall not be relieved of the responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal as part of a cover letter to the submittal itself, and as a written communication separate from the submittal cover letter, and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof. The Engineer's review does not extend to accuracy of dimensions, quantities, or performance of equipment and systems designed by the Contractor, or means, methods, techniques, sequences, or procedures. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

"Or Equal" Items

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to for review under the circumstances described below.

1. "Or Equal" Items: If in the Engineer's discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may be accomplished. A proposed item of material or equipment will be considered functionally equal to a named item if:

a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function of the named item, and;

- b. Contractor certifies that: (i) there is no increase in cost to the City; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

5.27 NOTICE OF POTENTIAL CLAIM:

Attention is directed to Section 5-1.43 "Potential Claims and Dispute Resolution," of the Caltrans Standard Specifications.

5.28 PRESERVATION OF EXISTING MONUMENTS:

Preservation of existing monuments shall be Contractor's responsibility. Contractor shall notify Engineer of all monuments that may/will be disturbed by construction operations. Engineer will tie off said monuments and provide Contractor a notice to proceed.

Once Contractor is finished with its construction operations, Engineer will relocate the monuments. Contractor shall install a monument with concrete collar at each location which shall conform to the provisions in Section 22-1 "Survey Monuments" and Drawing M-1 "Monument Detail", of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with protecting existing monuments as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.29 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

The Engineer and Contractor shall utilize Virtual Project Manager (<http://www.virtual-pm.com/>), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet

or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, RFI, or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

Company Documents

This area is reserved for general documentation not related to a specific project. Only the Engineer shall post content in this area. Examples of content found in this area are: the City of Turlock Standard Specifications and Drawings, the 2010 Caltrans Standard Specifications, and the 2010 Caltrans Standard Plans. All files are in PDF format.

Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the City's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a Request for Information (RFI) in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab. Once the change order is finalized, the Engineer will present the contract change order at a City Council meeting. After City Council approval the Engineer will make payment on the contract change order.

Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 8.01). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

RFIs

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be "Request for Information." The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be "Response Required."

The Engineer will respond to a RFI submitted by the Contractor within five (5) working days.

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

WSWD

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.27 "Notice of Potential Claim" of the special provisions.

5.30 BUSINESS LICENSE:

Contractor shall obtain a City of Turlock business license prior to issuance of the Notice to Proceed. The cost of the business license is a up-front fee of eighty four dollars (\$84) plus fifty cents per thousand dollars in revenue received for work performed on the project, made payable on a semi-annual basis. Business Licenses are obtained through the Finance Division at Turlock City Hall, 156 S. Broadway, Suite 114. Additional information can be found on the City's website at <http://ci.turlock.ca.us/doingbusinessinturlock/businesslicenses/newbusinesslicense.asp>.

Full compensation for obtaining a business license as specified above shall be considered as included in the prices paid for the various contract bid items and no additional compensation will be allowed therefore.

5.31 TEMPORARY CONSTRUCTION POWER:

If temporary construction power is determined to be needed by the Contractor to perform the work, Contractor shall arrange and pay for all temporary electric power. The cost of temporary power shall be considered as included in the various contract bid items and no additional compensation will be allowed therefore.

5.32 SALVAGE MATERIALS:

If Contractor is directed to salvage materials in the Contract Documents, Contractor shall arrange for delivery of said item(s) to the City of Turlock Corporation Yard located at 701 S. Walnut Road, unless noted otherwise. Contractor shall coordinate delivery of salvaged materials through the public works inspector.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

8.01 MINOR CONCRETE:

Minor Concrete shall conform to the requirements of Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications.

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: remove existing improvements, earthwork and grading, grinding and paving, curb, gutter, and sidewalk, rapid flashing beacon crossing system, striping, storm drain improvements, water and sewer services, fire hydrants, electroliers, fencing and other associated work.

The work includes all necessary labor, materials, tools, equipment and any incidentals needed to perform the improvements as shown on the contract plans.

BID ALTERNATE

The bid alternate considered with the proposal is additional grind, pave, and adjust frames and covers to grade. The bid alternate constructs the following:

- 2" grind by cold plane method; and,
- Install pavement reinforcing fabric; and,
- Tack coat between existing pavement and proposed HMA placement; and,
- 2" Hot Mix Asphalt; and,
- Adjust frames and covers to grade.

SECTION 10 CONSTRUCTION DETAILS

10.01 MOBILIZATION & DEMOBILIZATION

Mobilization is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personal, equipment, supplies and incidentals to / from the project site; for the payment of premium cost and insurance for the project; for any necessary costs of acquisition of equipment, including purchase and mobilization expense; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided in the contract.

- (1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is less, may be paid.
- (2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is less, may be paid.
- (3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is less, may be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is less, may be paid.
- (5) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

10.02 STORMWATER POLLUTION PREVENTION:

A. For the purposes of bidding, it is assumed that this project is a Risk Level 2 as defined under the SWRCB permit conditions.

1. The contractor is to pay for all requirements, fees, engineering, and other fees related to SWPPP permits.
2. Contractor is to confirm the risk level for the project.

B. Construction General Permit:

1. The CONTRACTOR shall furnish and submit all Permit Registration Documents (PRD's) to the State of California Water Resources Control Board to obtain approval of the Construction General Permit (CGP).
2. The PRD's shall include but are not limited to the Notice of Intent (NOI), Risk Determination Worksheet, Site Maps, Stormwater Pollution Prevention Plan (SWPPP), Annual Fees, and Owner Certification. It shall also include all other reports, calculations, studies, exhibits, and documentation required to obtain the CGP.
3. The PRD's and Annual Reports shall be electronically submitted into the Stormwater Multiple Application and Report Tracking System (SMARTS).
4. The CONTRACTOR shall also be responsible for maintaining the existing CGP active throughout the duration of the project. This shall include preparation of:
 - a. Rain Event Action Plans (REAPs),
 - b. Testing reports,
 - c. Water quality testing reports,
 - d. NAL reporting,
 - e. Inspections reports required by the permit,
 - f. Monitoring and all other items as required by the CGP.

5. All CGP documents shall be submitted to the OWNER for reference and a copy shall be located on site at all times.

C. Pollution Prevention Plan:

1. Prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Section A of the General Construction Activity Stormwater Permit to the OWNER for reference.
 2. Prepare and submit a monitoring program and reporting plan in accordance with Section B of the General Construction Activity Stormwater Permit to the OWNER for reference.
 3. Submit to the OWNER for reference a Stormwater Pollution Prevention Plan detailing the placement of physical Best Management Practices (BMPs) required for installation and the methods used to comply with those BMPs directed at operational procedures, Monitoring Program, and Reporting Plan.
 4. The plan shall specifically address and detail changes from the alternatives called out in this Section. The CONTRACTOR's preferred techniques shall show how it will comply with the stated objectives of the program.
- D. The CONTRACTOR shall submit a copy of the BMP Handbook with each BMP to be utilized check marked to show compliance or marked to show deviation.
- E. The entire plan shall be kept and maintained by the CONTRACTOR on the construction site during the duration of the project.
- F. The CONTRACTOR shall be responsible for taking the proper actions to prevent contaminants and sediments from entering the storm sewer drainage system should any unforeseen circumstance occur. The CONTRACTOR shall take immediate action if directed by the OWNER, or if the CONTRACTOR observes contaminants and/or sediments entering the storm drainage system, to prevent further stormwater from entering the system.
- G. The CONTRACTOR shall comply with the State Water Resources Control Board, Regional Water Quality Control Board, county, city, and other local agency requirements regarding stormwater discharges and management.
- H. The CONTRACTOR shall not begin any construction work until the OWNER receives the State of California General Construction Activity Stormwater Permit. The CONTRACTOR shall allow the OWNER 30 days to obtain this permit after receipt of the information listed below.
- I. The CONTRACTOR shall comply with the following prohibitions and limitations, which are contained in the Stormwater Permit:
1. Discharge prohibitions:
 - a. Discharges of materials other than stormwater, which are not otherwise regulated by a NPDES permit, to a separate stormwater sewer system or water of the nation are prohibited.
 - b. Stormwater discharges shall not cause or threaten to cause pollution, contamination (including sediment), or nuisance.
 - c. Stormwater discharges regulated by this general permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR 117 and 40 CFR 302.

2. Receiving water limitations:

- a. Stormwater discharges to any surface or groundwater shall not adversely impact human health or the environment.
- b. Stormwater discharge shall not cause or contribute to a violation of any applicable water quality standards contained in the California Ocean Plan, Inland Surface Waters and Enclosed Bays and Estuaries Plan, or the applicable Regional Water Board's Basin Plan.

J. Requirements:

- 1. In order to comply with the permit mandates the Stanislaus County has developed a County-Wide Stormwater Pollution Prevention Program and summary of Best Management Practices (BMPs) that are suggested to be utilized by the CONTRACTOR. BMPs are measures or practices used to reduce the amount of pollution entering surface water. BMPs may take the form of a process, activity, or physical structure. Some BMPs are simple and can be put into place immediately, while others are more complicated and require extensive planning or space. They may be inexpensive or costly to implement. No additional compensation shall be made for implementation of BMPs.
- K. The CONTRACTOR shall implement all activities required by the General Permit and as detailed in the Stormwater Pollution Prevention Plan, Monitoring Program, and Reporting Plan, and shall supply a Qualified SWPPP Practitioner (QSP) to oversee the installation of BMPs on the project and all visual and chemical monitoring required by the approved SWPPP.
- L. The Stormwater Pollution Prevention Plan shall discuss any non-stormwater sources (i.e., landscaping irrigation, pipe flushing, street washing, and dewatering). In addition, the Plan shall include standard observation measures and best management practices, including best available technologies economically achievable and best conventional pollutant control technologies that are to be implemented in order to reduce the pollutant loading to the waters.
- M. The CONTRACTOR shall amend the Stormwater Pollution Prevention Plan, Monitoring Program, and Reporting Plan whenever there is a change in construction or operations which may affect the discharge of pollutants to stormwater.
- N. The Stormwater Pollution Prevention Plan shall also be amended if it is in violation of any conditions of the general permit or has not achieved the general objective of reducing pollutants in stormwater discharges.
- O. All amendments shall be completed at no additional cost to the OWNER.
- P. The CONTRACTOR shall submit to the Regional Water Quality Control Board an annual summary report including but not limited to: construction activities; project status; and documentation of non-stormwater discharge. The report shall be in accordance with all Regional Water Quality Control Board requirements.
- Q. The CONTRACTOR shall submit to the State Water Resources Control Board, a Notice of Termination upon completion of all construction activities, in accordance with Section C of the General Construction Activity Stormwater Permit.
- R. Street sweeping: At the end of each working day or as directed by the OWNER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
- S. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site for spill prevention and control. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall dispose of

hazardous waste only at authorized and permitted treatment, storage, and disposal facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.

- T. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.

10.03 CONSTRUCTION PROJECT SIGN

Contractor shall furnish and install 8'x 4' project sign as detailed in the project plans at locations within the project site as directed in the field. Project signs shall have a white background with black lettering, borders, graphics and lines. The Engineer shall provide all necessary funding information at the preconstruction meeting. The Contractor shall install project signs before performing any other work on the site. Contractor shall remove all project signs and fill postholes after all punch list items have been completed and signed off by the City Inspector.

The contract price paid for each construction project sign shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in constructing, installing and removing construction project signs, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.04 CONSTRUCTION AREA SIGNS:

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12-3.11, "Construction Area Signs," of the Caltrans Standard Specifications and these Special Provisions.

Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with placing temporary construction area signs as specified above, shall be considered as included in the lump sum paid for Construction Area Signs item of work and no additional compensation will be allowed therefore.

10.05 REMOVE EXISTING IMPROVEMENTS

Concrete, asphalt concrete and all other items designated on the plans to be removed or must be removed in order to install the improvements as shown on the plans, shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-10 of the Standard Specifications. Saw-cut all concrete and asphalt materials surfaces prior to removal.

PAYMENT

The lump sum price paid for removing existing improvements shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the existing improvements as shown on the plans, specified in the standard specifications and these special provisions, and as required to install proposed improvements, and as directed by Engineer.

10.06 REMOVE PAVEMENT MARKERS

All pavement markers within the overlay area shall be removed prior to grinding and shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Caltrans Standard Specifications.

PAYMENT

The lump sum price paid for Removing Pavement Markers shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Removing Pavement Markers as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.07 REMOVE, RELOCATE, OR SALVAGE EXISTING IMPROVEMENTS:

Concrete, asphalt concrete and all other items designated on the plans to be removed or must be removed in order to install the improvements as shown on the plans, shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.07 of the Standard Specifications. Saw-cut all concrete and asphalt materials surfaces prior to removal.

PAYMENT

The lump sum price paid for Remove Existing Improvements shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Remove Existing Improvements as shown on the plans, specified in the standard specifications and these special provisions, and as required to install proposed improvements, and as directed by Engineer.

10.08 REMOVE TREES

Contractor shall remove all trees as identified on the project plans in their entirety. All roots shall be removed. Tree stumps shall be ground to 18" below grade. Contractor shall backfill with native soil and compact to 90%.

PAYMENT

The contract price paid for each to Remove Trees shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the trees, their roots, grinding the stump improvements as shown on the plans, specified in the standard specifications and these special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

10.09 TREE TRIMMING

Contractor shall trim trees along road segments to be rehabilitated to allow for the Contractor's equipment to perform its function without damaging limbs and branches. Trimming shall be done to enhance the natural growth, characteristics, and traits of the trees and shall not be trimmed in a form unnatural to the tree. Topping trees shall not be allowed.

Contractor shall remove and dispose of all pruned branches and restore property to pre-construction conditions. Contractor shall post No Parking signs 48-hours prior to any pruning work. Contractor shall notify the resident of the pruning by door knocking and leaving a flier describing the proposed work to be done to the tree. The flier shall be submitted for approval by the Engineer prior to distribution.

The cost for Tree Trimming shall be included in the various other bid items and no additional compensation will be made therefore.

10.10 POTHOLE EXISTING UTILITIES:

Contractor shall verify the actual depth and horizontal location of existing underground utilities which may conflict with proposed underground utilities. Contractor shall exercise due diligence to utilize techniques and practices which will limit damage to located utilities, including vacuum truck and hand digging, or other means as required by the buried utility owner. Damage to buried utilities as a result of Contractor's failure to pothole shall be the Contractor's responsibility to repair at Contractor's expense.

The project plans depict sizes, horizontal locations, and materials of existing utilities based on surface evidence and facility maps from utility companies. Attention is directed to the possibility of utility locators marking utilities in locations other than what is shown on the plans or the possible existence of underground facilities not indicated on the plans or in the special provisions. Should additional pothole effort be needed to locate underground facilities beyond that which could be reasonably estimated at the time of bid, a contract change order shall be created to address the difference.

Contractor shall mark location and results of pothole efforts on an approved plan set. Contractor shall provide one copy, either physical or electronic, to the Engineer after pothole operations have been completed.

Pothole shall be backfilled and patched with HMA.

PAYMENT

The lump sum price paid for Pothole Existing Facilities shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in verifying the actual depth and horizontal location of existing underground utilities shown on the plans which may reasonably conflict with the proposed excavation work, as specified in the standard specifications and these special provisions, and as directed by Engineer.

10.11 UTILITY COORDINATION:

All coordination with the utility companies shall be the Contractors responsibility. All fees and permits associated with the utilities shall be reimbursed at the actual amount accrued and compensation will not be provided without an accompanying invoice from the utility. All fees and permits associated with the City of Turlock shall be waived.

10.12 CHAIN LINK FENCE:

Contractor shall install fence in accordance with the project plans, the standard specifications and drawings and these special provisions. Fence shall match existing chain link. Minor concrete shall be used for the foundations with a minimum of 3" from the edge of foundation to the post.

QUANTITIES

Quantities of Fence to be paid for by the each will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each for fence shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, concrete for fittings, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in install wrought iron fence, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.13 EARTHWORK AND GRADING:

Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Caltrans Standard Specifications and these special provisions.

Surplus excavated material shall become the property of Contractor and shall be disposed of outside the right-of-way and shall conform to the provisions in Section 7-10, "Disposal of Materials Outside the Right of Way", of the Standard Specifications.

All import borrow shall be backfill material type "E" as described in Section 19-3.06 of the Caltrans Standard Specifications. All backfill material shall be compacted at 95% relative compaction for the entire depth of imported material. The minimum compacted section shall be six inches and shall be composed of import borrow, existing material, or a combination of both.

PAYMENT

The contract lump sum price paid for earthwork shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in importing, excavating, hauling, compacting, and removing the earthwork as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.14 MINOR CONCRETE:

Material for minor concrete shall conform to Section 8.01 "Minor Concrete," of these special provisions.

Contractor shall submit a certificate of compliance for all minor concrete.

Lines, grades, dimensions and general construction of curb & gutter and sidewalk shall conform to the City of Turlock Standard Drawings

QUANTITIES

Quantities of Minor Concrete (curb and gutter) to be paid for by the linear foot will be calculated on the basis of the actual measurements installed, rounded to the nearest linear foot, adjusted by the amount of any change ordered by Engineer.

Quantities of Minor Concrete (sidewalk and flatwork) to be paid for by the square foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

Quantities of Minor Concrete (driveway or alley approach) to be paid for by the square foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per linear foot for Minor Concrete (curb and gutter) shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in constructing Minor Concrete, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

The contract price paid per square foot for Minor Concrete (sidewalk) shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in constructing Minor Concrete, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

The contract price paid per square foot for Minor Concrete (driveway or alley approach) shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved in constructing Minor Concrete, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.15 CURB RAMP (LABOR ONLY):

Access Ramps shall conform to the provisions of Section 13, "Concrete Construction" of the Standard Specifications and the 2010 ADA Standards.

Contractor shall construct access ramps as located on the plans and in accordance with Section 13 of the Standard Specifications.

Detectable warning surfaces shall be "ARMOR-TILE" or approved equal.

The Contractor shall install detectable warning surfaces in a manner that extends the entire width of the opening of the ramp for a depth of 3'.

QUANTITIES

Quantities of Curb Ramps (Labor Only) to be paid for by the each will be calculated on the basis of the number of ramps shown on the plans adjusted by the amount of any change ordered by Engineer. The items measured in the access ramp the raised curb and all sloping to make ramp accessible, all detectable warning surfaces and grooving details.

PAYMENT

The contract price paid per each for Curb Ramp (Labor Only) shall include full compensation for furnishing all labor, material for detectable warning surfaces, tools, equipment and incidentals, and for doing all the work involved in constructing Curb Ramps, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.16 SHORING AND SHEETING:

For purposes of bidding on this contract, shoring is defined as a temporary structural system designed to support vertical faces, or nearly vertical faces, of soil or rock for purposes of excavation. Shoring includes, internally braced sheet piling, slurry walls, soldier piles and lagging, and other similar shoring systems. Sloping of the soil is not shoring.

Contractor shall install a shoring system for the protection of workers and shall conform to Cal-OSHA requirements. Contractor shall submit the design of proposed shoring system to the Engineer for review and acceptance. Provide drawings and calculations design by a professional registered in the State of California. Provide design calculations that clearly disclose assumptions made, criteria followed, and stress values used for the materials being used. Furnish references acceptable to Engineer substantiating appropriateness of design assumptions, criteria, and stress values. Design means for safe and stable excavations in accordance with general engineering design practice. Contractor shall not start activities that require shoring to be in place before the shoring system is accepted and approved by the Engineer.

PAYMENT

The contract lump sum price paid for Shoring and Sheeting shall include full compensation for furnishing design efforts, all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the shoring, complete in place, as shown on the approved plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.17 STORM DRAIN MANHOLE:

Contractor shall install the 60" Storm Drain Manhole in accordance with the project plans and the Standard Specifications and Drawings.

QUANTITIES

Quantities of 60" Storm Drain Manhole to be paid for by the each will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each for 60" Storm Drain Manhole shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the 60" Storm Drain Manhole, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.18 STORM DRAIN CATCH BASIN:

Catch Basins shall be type 3 conforming to the provisions in Section 17-7, "Catch Basins", of the Standard Specifications and these special provisions.

QUANTITIES

Quantities of Catch Basin No. 3 to be paid for by the each will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each for Catch Basin No. 3 shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Catch Basin No. 3, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by the Engineer.

10.19 STORM DRAIN PIPE:

Contractor shall install storm drain pipe in accordance with the Standard Specifications and Drawings, the project plans and these special provisions. Contractor shall trench in accordance with Section 14, "Trenching and Backfilling", and Standard Drawing T-2 of the Standard Specifications and these special provisions.

The 12" storm drain pipe shall be Sanitite High Performance Polypropylene pipe, or approved equal.

QUANTITIES

Quantities of Storm Drain Pipe to be paid for on the linear foot shall be calculated on the basis of the dimensions shown on the plans, in the horizontal plane, and adjusted by the amount of change order by the Engineer. Specifically included in the measurement and payment of storm drain pipe is the trenching, excavation and replacement of any improvements that are disturbed due to the installation of the pipe.

PAYMENT

The contract price paid per linear foot for Storm Drain Pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the storm drain pipe, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.20 30" PERFORATED STORM DRAIN TRENCH SYSTEM:

Contractor shall install horizontal storm drainage rock trench system where shown on the project plans in accordance with the Standard Specifications and Drawings, the project plans and these special provisions.

Contractor shall trench in accordance with Section 14, "Trenching and Backfilling", and Standard Drawing T-2 of the Standard Specifications and these special provisions.

The 30" perforated pipe shall be High Density Polyethylene Pipe with factory standard AASHTO perforation pattern.

The permeable drain rock shall conform to Caltrans Standard Section 68-1.025, Class 1, Type B.

The permeable filter fabric shall conform to Caltrans Standard Section 68-1.028.

QUANTITIES

Quantities of 30" Perforated Storm Drain Trench System to be paid for on the linear foot shall be calculated on the basis of the dimensions shown on the plans, in the horizontal plane, and adjusted by the amount of change order by the Engineer. Specifically included in the measurement and payment of 30" Perforated Storm Drain Trench System is the trenching, excavation and replacement of any improvements that are disturbed due to the installation of the pipe.

PAYMENT

The contract price paid per linear foot for 30" Perforated Storm Drain Trench System shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the 30" Perforated Storm Drain Trench System, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.21 1" WATER SERVICE WITH BOX:

Contractor shall install new 1" service lines and meter box to property line where shown on the plans for future connection.

Contractor shall provide notices to residences prior to shutting off water for connection of services. Contractor shall submit a notice (English and Spanish) to be delivered to the residents for approval by the Engineer. Approved notices shall be handed out 48 hours prior to anticipated shut off and shall notify residents the day of the connection.

Specifically included in new services shall be the new meter box for each service at the property line with curb stop. City to provide new water meters in the future.

Service Lines shall conform to the provisions in Section 15-1.11, "Service Lines", of the Standard Specifications, Standard Drawing No. W-9 and these Special Provisions.

QUANTITIES

Quantities of New Service Lines to be paid for by the each and will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each Water Service with Box (New) shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in laying and constructing each Water Service with Box (New), complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.22 FIRE HYDRANT ASSEMBLY:

Fire Hydrants shall conform to the provisions in Section 15-8, "Fire Hydrants", of the City of Turlock Standard Specifications and these Special Provisions.

Specifically included in the measurement of the Fire Hydrant is the hydrant, fittings, thrust block, and all pipe from the existing line to the Fire Hydrant. Contractor shall disinfect and remove disinfectant from the fire hydrant line per Section 15 of the City of Turlock Standard Specifications.

Thrust blocks shall conform to the provisions in Section 15-1.09, "Thrust Blocks", of the Standard Specifications and these Special Provisions.

Chlorination shall conform to the provisions in Section 15-2.01, "Chlorination and Isolation of New Mains", of the Standard Specifications and these Special Provisions.

City of Turlock's water system is comprised of well water only. There is not a chlorine residual present in the system. Contractor shall exercise due care at all times so as to not contaminate the system.

QUANTITIES

Quantities of Fire Hydrant Assembly to be paid for by the each will be calculated on the basis of the quantities shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each Fire Hydrant Assembly shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Fire Hydrant, complete in place, as shown on the plans, specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.23 SANITARY SEWER SERVICE LATERAL:

Contractor shall construct sanitary sewer laterals (for future use) where shown on the plans in accordance with the Standard Specifications, Standard Drawings S-7 & S-10, the project plans and these special provisions. Pipe material shall be PVC SDR-26. Contractor shall trench in accordance with Standard Drawing T-2.

Specifically included in the price paid for each Sanitary Sewer Lateral is the cleanout assembly and all materials required and capped for future connection to house sewer service.

QUANTITIES

Quantities of Sanitary Sewer Service Lateral to be paid for by the each and will be calculated on the basis of the dimensions shown on the plans, in the horizontal plane, and adjusted by the amount of change order by the Engineer. Specifically included in the measurement and payment of Sanitary Sewer Lateral is the trenching, excavation and replacement of any improvements that are disturbed due to the installation of the pipe.

PAYMENT

The contract price paid per each for Sanitary Sewer Service Lateral shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the sanitary sewer pipe, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.24 ELECTROLIER:

The Contractor shall install new electroliers as identified on the project drawings. Electroliers shall conform to the provisions in Section 18 "Street Lighting and Appurtenances", of the City of Turlock Standard Specifications and Standard Drawings E-1, E-2, E-3 and E-5 and these special provisions.

Contractor shall coordinate point of connection with Turlock Irrigation District Electrical Department.

QUANTITIES

Quantities of Electrolier to be paid for by the each will be calculated on the basis of the quantities shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per each for Electrolier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in procuring and installing the Electrolier, specifically including new concrete foundation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.25 GRINDING (COLD PLANE METHOD)

Existing asphalt concrete pavement shall be ground at the locations and to the dimensions shown on the plans.

Grinding asphalt concrete pavement shall be performed by the cold planing method. Grinding of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30-inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-10 of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be become the property of Contractor and shall be disposed of at Contractor's expense. Removal/sweeping operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by Engineer.

Cold plane operations shall be scheduled such that not more than 7 calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at such conform lines.

QUANTITIES

Quantities of Grinding to be paid for by the square yard will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. No allowances will be made for grinding outside those dimensions unless otherwise ordered by Engineer.

PAYMENT

The contract price paid per square yard for Grinding shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in grinding, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.26 PREPARE EXISTING SURFACE

Contractor shall prep the existing surface prior to placing HMA. Prepping the surface shall consist of sweeping the entire area to remove debris, organic matter, dirt, etc. Any work that will be required to fill potholes or make the surface suitable for paving shall be paid as extra work, through force account.

A pothole is defined as any hole or depression in the pavement that is less than 1 square yard in size and is 1" or greater in depth. Potholes shall be filled and compacted with Hot Mix Asphalt Type A and shall conform to Section 39, "Hot Mix Asphalt" of the 2010 Caltrans Standard Specifications.

Prior to placing the Hot Mix Asphalt the pothole and surrounding area shall be cleaned and all surfaces shall be tack coated per Section 39, "Hot Mix Asphalt" of the Standard Specifications.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved with preparing the existing surface as specified above, shall be considered as included in the price paid for HMA and no additional compensation will be allowed therefor.

10.27 AGGREGATE BASE:

Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. Aggregate base shall be ¾ inch maximum, class 2 aggregate base.

Contractor shall submit a certificate of compliance.

QUANTITIES

Quantities of Aggregate Base to be paid by the cubic yard (theoretical maximum with no voids) shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract price paid per cubic yard for Aggregate Base shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing aggregate base, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.28 HOT MIX ASPHALT:

Hot Mix Asphalt (HMA) shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

The HMA construction process shall be standard. The aggregate gradation shall be ½" and the HMA type shall be type A. The binder shall be PG 64-10.

Contractor shall submit a quality control plan with the JMF. The JMF will not be accepted until the quality control plan is submitted. The Contractor's quality control plan shall conform to the provisions in 39-2.02 "Contractor Quality Control" of the Caltrans Standard Specifications.

Section 39-1.12C "Profilograph" of the Caltrans Standard Specifications shall not apply.

Contractor shall tack coat all surfaces to receive HMA and shall conform to the Caltrans Standard Specifications Section 39, "Hot Mix Asphalt."

QUANTITIES

Quantities of Hot Mix Asphalt to be paid for by the ton and will be calculated by the materials tags from asphalt supplier. Contractor shall submit materials tags to the City. Any material tags not submitted to the City will not be paid.

PAYMENT

Hot mix asphalt will be subject to Payment Adjustments for Price Index Fluctuations per Caltrans Standard Specification 2015.

The contract price paid per ton of HMA shall include full compensation for traffic control, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing, compacting, and quality-control of hot mix asphalt as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.29 PAVEMENT REINFORCING FABRIC

Pavement Reinforcing Fabric shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

PAYMENT

The contract price paid per square yard for pavement reinforcing fabric shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing pavement reinforcing fabric, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.30 ADJUST FRAMES AND COVERS TO GRADE:

Frames and covers of new and existing manholes, valve boxes, monuments, etc, shall be adjusted to grade and shall conform to the provisions in Section 12-12, "Adjusting Manhole Frames, Monuments and Valve Boxes", of the Standard Specifications and these special provisions.

Contractor shall coordinate with ATT, PGE, Charter, and TID for adjustments to their facilities.

Specifically included in this item is new G5 boxes for all existing and new valve covers. Contractor shall furnish, install, and raise to grade a new G5 box at each new and existing location.

QUANTITIES

Quantities of Adjust Frames and Covers to Grade to be paid by the each shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract price paid per each for Adjusting Frames and Covers to Grade shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Adjusting Frames and Covers to Grade, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.31 TEMPORARY PAVEMENT STRIPING AND MARKINGS

The Contractor shall furnish, place, maintain and remove temporary markings (tape) in accordance with industry standard accepted practices. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California MUTCD for streets and highways. Temporary pavement delineation shall not be applied over existing markings, and shall be maintained until replaced with permanent one. Any temporary pavement marking conflicting with new traffic pattern shall be promptly removed, or removed as directed by the Engineer.

PAYMENT

The contract lump sum price paid for Temporary Pavement Striping and Markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the temporary pavement striping and markings, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.32 THERMOPLASTIC STRIPING AND MARKINGS

All traffic stripes and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications. All striping and markings shall be Thermoplastic and shall conform to Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications.

Pavement markings shall be measured in accordance with the Caltrans Standard Plans by the square foot.

Thermoplastic striping and markings shall be placed 7 calendar days after paving work has ceased.

QUANTITIES

Traffic stripes shall be measured by the linear foot, respective to the detail on the Caltrans Standard Plans.

PAYMENT

Pavement for pavement markings and traffic stripes shall include full compensation for performing all work required to install pavement markings and traffic stripes, in accordance with these special provisions and as directed by the Engineer.

10.33 PAVEMENT MARKERS

All pavement markers shall conform to Section 85, "Pavement Markers," of the Caltrans Standard Specifications.

Contractor shall install blue raised reflective pavement markers to mark fire hydrant locations. The blue reflective pavement markers shall be placed 6 inches from the centerline stripe or approximately center of the pavement where there is no centerline stripe on the side nearest the fire hydrant.

Ceramic markers shall not be used.

Pavement markers shall be placed 7 calendar days after paving work has ceased.

PAYMENT

Payment for pavement markers will be included in the item for each Traffic Line Detail, in accordance with the Caltrans Standard Plans, and shall include full compensation for performing all work required to install pavement markers, in accordance with these special provisions and as directed by the Engineer.

10.34 PAINT RED CURB:

Contractor shall paint face and top of curbs red in accordance with the current MUTCD as identified on the project plans. Contractor shall submit one 1-gallon sample of the paint to be used.

PAYMENT

The contract price paid per linear foot for painting red curb shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in painting red curb, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.35 REMOVE AND REPLACE OR INSTALL NEW STREET SIGN AND POST:

Contractor shall remove and replace roadside signs and posts or install new signs where indicated on the plans in accordance with the Standard Specifications, the Standard Drawings and these special provisions. All signs shall be high intensity prismatic.

PAYMENT

Full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in remove and replace roadside signs and posts or install new sign as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer, shall be considered as included in the Lump Sum price paid for Striping and Signage contract item of work and no additional compensation will be allowed therefore.

10.36 RRFB PEDESTRIAN ACTIVATED SYSTEM:

Contractor shall furnish and install an ac-powered rectangular rapid flashing beacon (RRFB) pedestrian activated system as shown on the plans. The pedestrian activated system shall meet the requirements as a MUTCD-compliant crosswalk safety enhancement system. RRFB pedestrian activated system shall include an American with Disability Act compliant activated push button system. RRFB pedestrian system shall have wireless radio synchronization capability with opposite system across the street at each applicable crosswalk.

Each RRFB pedestrian activated system shall include (but not be limited to):

- Double sided yellow MUTCD compliant RRFB light bar
- Lockable control cabinet
- Push button activation
- Wireless Radio Synchronization capability
- W11-2 and W16-7P signs (facing oncoming traffic)
- Mounted on a 15TS pole (paid separately under electrolier)

Signs shall be high intensity prismatic for day and night visibility. System shall have single sided (36"x36") W11-2 with W16-7P. System to be installed on a 15TS pole. Control cabinet shall be installed 8 feet from the base. Cost of the 15TS pole shall be included as an electrolier bid item.

Contractor shall install pedestrian activated system in accordance with the manufacturer's recommendations. Manufacturer's shall be TAPCO, Solar Traffic Systems Incorporated or approved equal.

QUANTITIES

Quantities of RRFB Pedestrian Activated System to be paid by lump sum and shall be determined on the basis of the locations shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract lump sum price paid for RRFB Pedestrian Activated System shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing and installing the RRFB Pedestrian Activated System(s), complete in place, functioning, where shown on the plans, and as required by law, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.37 FINAL CLEANUP:

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly.

All construction signs, cones, barricades, and conflicting markings shall be removed. At the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

SECTION 11 BLANK

SECTION 12 WORK ZONE MOBILITY

12.01 TRAFFIC MANAGEMENT PLAN:

Contractor shall comply with the City of Turlock Standard Specifications Section 11 "Traffic Safety." Contractor shall submit a completed Temporary Traffic Control Plan Checklist with submittal of the Temporary Traffic Control Plan. The checklist may be found online at the City's website at https://ci.turlock.ca.us/_pdf/trafficengineeringdoc.asp?id=4

Contractor shall provide CMS boards on each side of the project site. Contractor shall submit a traffic control plan that addresses school access, student and pedestrian access, and home owner driveway access.

PAYMENT

Compensation shall be made at the respective lump sum bid price included on the Bidder's Form. If no separate bid item is included, the cost shall be included in the various other bid items and no additional compensation will be made therefor.

SECTION 13 BLANK