



**DEVELOPMENT SERVICES**  
ENGINEERING DIVISION  
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## **Addendum No. 2**

**Date:** October 26, 2017  
**City Project:** 14-25, "East Monte Vista Avenue Rehabilitation"

Plan holders:

The following changes and notations shall be made to the project plans and specifications:

### Project Specifications:

#### **1. AGREEMENT, SECTION 9, "DELAY DAMAGES"**

Replace Section 9 with the following text:

##### **9. Delay Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand Two Hundred** and no/100ths Dollars (**\$2200.00**) for each calendar day beyond the date herein provided for Substantial Completion. After Substantial Completion has been achieved, the City may deduct **Eight Hundred** and no/100ths Dollars (**\$800.00**) for each calendar day beyond the date herein provided for Final Completion. 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 Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the 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 work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the 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 work within the contract time.

#### **2. SPECIAL PROVISIONS, SECTION 5.02, "PREVAILING WAGE"**

Replace paragraph 4 with the following text:

Federal Minimum Wage Rates

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available online at <http://www.wdol.gov/dba.aspx>. The federal prevailing wage rate in effect for the entirety of this project shall be determination # CA170029 10/13/2017 CA29 Modification # 21.

If you have any questions, please call me at (209) 668-5417 or email at [sfremming@turlock.ca.us](mailto:sfremming@turlock.ca.us).

Sincerely,

A handwritten signature in blue ink, reading "Stephen Fremming". The signature is cursive and fluid, with the first name "Stephen" and last name "Fremming" clearly distinguishable.

Stephen Fremming, P.E.  
Associate Civil Engineer

Attachments: None