



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

FOR CONSTRUCTION ON
Project No: 23-040
Water Line Replacement for 2024 Roads Program Construction

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Public Works Department/Engineering Division
Contact Person: Janine Lee
Phone: 209-668-6035
Email: Janine Lee

William D. Morris, RCE 55910
City Engineer

Proposals shall be delivered to Turlock, California
at or before 10:00 AM on Friday, April 19, 2024
at the office of the City Engineer,
Public Works: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

LICENSEES RESPONSIBLE FOR SPECIFICATIONS

Contract documents prepared by or under the direction of the following registered persons:

City Engineer

William D. Morris

Public Works Department

Engineering Division

156 S. Broadway Suite 150

Turlock, CA 95380



3/20/2024

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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, Public Works/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 10:00 AM on Friday, April 19th, 2024, for:

City Project No. 23-040

Water Line Replacement for 2024 Roads Program Construction

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 a specified license 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 **One Hundred Twenty dollars (\$120)** 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: 3/20/2024

CITY OF TURLOCK

By: 

William D. Morris, RCE 55910
City Engineer

PROPOSAL

Project No. 23-040

Water Line Replacement for 2024 Roads Program Construction

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
10:00 AM on Friday, April 19, 2024

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.
<input type="checkbox"/> PROPOSAL AND BIDDING FORM.....	5-10
<input type="checkbox"/> AFFIDAVIT	11
<input type="checkbox"/> INFORMATION REQUIRED OF BIDDER	12-13
<input type="checkbox"/> BIDDER’S BOND	14-15
<input type="checkbox"/> LIST OF SUBCONTRACTORS.....	16
<input type="checkbox"/> IRAN CONTRACTING ACT CERTIFICATION	17

Special Note Regarding Escrow Bid Documents:

The apparent low bidder shall submit one copy of all documentary information generated in preparation of Bid prices for this Project within one week after the bid opening. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the low bidder will be held in escrow for the duration of the contract. See Special Provisions Section “Escrow Bid Documents.”

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: Water Line Replacement for 2024 Roads Program Construction

PROJECT NUMBER: 23-040

OPENING DATE: April 19, 2024

OPENING TIME: 10:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Construction Project Sign	EA	2		
3	Traffic Control System	LS	1		
4	Pothole Existing Utilities	LS	1		
5	Remove Existing Improvements	LS	1		
6	Remove Pavement Markers	LS	1		
7	Earthwork and Grading	LS	1		
8	Shoring, Sheet piling, and Bracing	LS	1		
9	4" Water Main PVC C900-07, Class 235, DR 18	LF	14		
10	8" Water Main PVC C900-07, Class 315, DR 14	LF	397		
11	8" Water Main PVC C900-07, Class 235, DR 18	LF	4,910		
12	10" Water Main PVC C900-07, Class 235, DR 18	LF	24		
13	12" Water Main PVC C900-07, Class 235, DR 18	LF	24		
14	8" Water Main PVC C900-07, Class 235, DR 14 Inside of 12" Steel Casing Pipe (Jack and Bore)	LF	28		
15	12" Steel Casing Pipe (Jack and Bore)	LF	28		
16	8" Gate Valves and Box with Lid	EA	51		
17	10" Gate Valves and Box with Lid	EA	2		
18	12" Butterfly Valves and Box with Lid	EA	2		

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
19	Connect to Existing Water Main	EA	27		
20	1" Water Service Lateral	EA	112		
21	1-1/2" Water Service Lateral	EA	2		
22	Fire Hydrant Assemblies	EA	13		
23	Remove Sidewalk	SF	5,850		
24	Remove Curb and Gutter	LF	1,170		
25	Paint Red Curb	LF	45		
26	Directional Change Box (G5)	EA	38		
27	Temporary Blow Off Valves (4-inch)	EA	17		
28	Install & Remove Temporary Double Check Backflow Preventer Assembly	EA	4		
29	Abandon Existing Water Lines by Cutting and Capping	EA	176		
30	Abandon Existing Water Lines with Flowable Fill and Cut & Cap	LF	5,602		
31	Remove Existing Water Valve and Box	EA	36		
32	Remove Existing Fire Hydrant	EA	6		
33	Remove and Replace Existing Fence	LF	19		
34	Minor Concrete - Flatwork	SF	5,850		
35	Minor Concrete - Curb & Gutter	LF	1,170		
36	Grinding on Lexington Avenue	SY	785		
37	Hot Mix Asphalt on Lexington Avenue	TON	310		
38	Adjust Frames and Covers to Grade for Valve Boxes	EA	61		
39	Replace Existing Monument Well	EA	2		
40	Temporary Pavement Striping and Markings	LS	1		
41	Pavement Markings	LS	1		
42	Allowance for Irrigation Repairs	ALLOW	1	\$ 5,000.00	
43	Allowance for Turf Restoration	ALLOW	1	\$ 5,000.00	

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
44	Allowance for Unknown Utilities	ALLOW	1	\$ 10,000.00	
45	Allowance for Road Section Remediation	ALLOW	1	\$ 10,000.00	
46	All Other Work Not Covered by Bid Items	LS	1		
Subtotal					

The basis of award shall be the lowest bid price on the base contract without consideration of the prices on the additive items

BID ALTERNATE "A" - REMOVE EXISTING WATER LINE					
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
A1	Remove Existing Water Line	LF	5,602		

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 _____

TOTAL BID WRITTEN IN FIGURES: \$ _____, _____, _____ . _____

TOTAL BID WRITTEN IN WORDS: _____

CONTRACTOR: _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____

(Number)

(Street)

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: _____

CONTRACTOR'S EMAIL: _____

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 subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.

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: _____

Email: _____

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: _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this _____ day of _____, 20__.

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

SUBCONTRACTORS
City Project No. 23-040

Water Line Replacement for 2024 Roads Program Construction

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

IRAN CONTRACTING ACT CERTIFICATION

Reference: Public Contract Code Section 2200 et seq.

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City of Turlock has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City of Turlock will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Bidder's Signature: _____

Bidder's Name and Title: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 23-040

Water Line Replacement for 2024 Roads Program Construction

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 Water Line Replacement for 2024 Roads Program Construction ;
- 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 Water Line Replacement for 2024 Roads Program Construction .**" 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	Contractor's Proposal for 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 **one hundred and twenty (120) 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 **Four Thousand Four Hundred** and no/100ths Dollars (**\$4400.00**) 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 (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) 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 (\$1,000,000.00). 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 (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars (\$2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(e) *Umbrella or Excess Policy.* Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

(f) *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.

(g) *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.

(h) *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.

(i) *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.

(j) *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, 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:

Janine Lee
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6035
E-mail: jlee@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 to 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

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Reagan M. Wilson, City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
William D. Morris, RCE, PLS, City Engineer

Date: _____

By: _____
Erik Schulze, Public Works Director

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

By: _____
Julie Christel, City Clerk

Affix Contractor's Seal Here

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 fifteen percent (15%) 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 fifteen percent (15%) 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 fifteen percent (15%) 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. Fifteen percent (15%) 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.

EXHIBIT C
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: () _____

EXHIBIT D
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. 23-040, “Water Line Replacement for 2024 Roads Program Construction ”**; 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

EXHIBIT E
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. 23-040, “Water Line Replacement for 2024 Roads Program Construction ”**; 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: 23-040 Water Line Replacement for 2024 Roads Program Construction

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.

1.01 CONTRACT DOCUMENTS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the Current Edition of the State of California, Department of Transportation Standard Specifications and Standard Plans 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 for the purpose of claims review, with the first item listed having the highest precedence. Contractor shall submit a Request for Information (RFI) to the Engineer immediately upon discovery of conflicting information in any of the Contract Documents prior to proceeding with the work that may be impacted by such conflicting information.

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.

Unless otherwise noted in a geotechnical report made available to the Contractor for the project, Contractor shall assume for bidding purposes that near surface native soil material is generally homogenous and that soil meets the uniform soil classification of a silty sand (SM) without cementation.

If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any technical data on which Contractor is entitled to rely is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until instructed in writing to do so. After receipt of written notice, Engineer will promptly review the pertinent condition and advise in writing (with a copy to Contractor) of Engineer's findings and conclusions.

The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's

cost of, or time required for, performance of the Work; provided that such condition meets any one or more of the categories described in the paragraphs above.

Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

1. Contractor knew of the existence of such conditions prior to the submission of a Bid; or
2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's submittal of a bid; or
3. Contractor failed to give the written notice as required above.

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

2.05 ESCROW BID DOCUMENTS:

1. SCOPE

The lowest Bidder shall submit, within the specified time after receipt of Bids, one copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract.

The Successful Bidder agrees, as a condition of award of the contract, that the Escrow Bid Documents constitute the complete, only, and all documentary information used in preparation of his Bid. No other Bid preparation information shall be considered in resolving disputes.

Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

2. OWNERSHIP

The Escrow Bid Documents are, and shall always remain, the property of CONTRACTOR, subject only to joint review by OWNER and CONTRACTOR, as provided herein.

OWNER stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, constitute trade secrets. This acknowledgment is based on OWNER's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's possession, is extremely valuable to Bidder, and could be extremely valuable to Bidder's competitors by virtue of it reflecting Bidder's contemplated techniques of construction. OWNER acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents

and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. OWNER further acknowledges that the Escrow Bid Documents and the information contained therein are made available to OWNER only because such action is an express prerequisite to award of the contract. OWNER further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business, intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. OWNER agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. PROGRAM

Escrow Bid Documents will be used to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes, claims, and other controversies. They will not be used for pre-award evaluation of CONTRACTOR's anticipated methods of construction or to assess CONTRACTOR's qualifications for performing the Work.

4. FORMAT AND CONTENTS

Bidders may submit Escrow Bid Documents in their usual cost estimating format. It is not the intention of this section to cause the Bidder extra work during the preparation of the Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in the language of the Specifications.

The Escrow Bid Documents shall include all quantity takeoffs; crew; equipment; calculations of rates of production and progress; copies of quotations from equipment manufacturers, Subcontractors, and Suppliers; and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid Form. Estimated costs should be broken down into the Bidder's usual estimate categories, such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder's usual format. CONTRACTOR's allocation of plant and equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included.

Bidding Documents provided by the OWNER should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this section.

5. SUBMITTAL

The Escrow Bid Documents shall be submitted in a sealed container within one week after the time of receipt of Bids. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, project name, and the words "Escrow Bid Documents."

The Escrow Bid Documents shall be accompanied with a certification signed by an individual authorized by the Bidder to execute the Bid Form, stating that the material in the Escrow Documentation constitutes the complete, only, and all documentary information used in

preparation of the Bid and that he has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

Prior to award, Escrow Bid Documents of the apparent Successful Bidder will be unsealed, examined, organized, and inventoried by representatives of OWNER, together with members of CONTRACTOR's staff who are knowledgeable in how the Bid was prepared. This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as described in Paragraph 2. Examination will not alter any condition(s) or term(s) of the contract.

If all the documentation required in Part 4, "Format and Contents," has not been included in the original submittal, additional documentation shall be submitted, at OWNER's discretion, prior to award of the contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between CONTRACTOR and OWNER before making the award.

If the contract is not awarded to the apparent Successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award shall be processed as described above.

Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for OWNER to reject the Bid.

If the Bidder's proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds 5 percent of the total Contract Price proposed by the Bidder shall provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent Successful Bidder.

If CONTRACTOR subcontracts any portion of the Work after award, OWNER retains the right to require CONTRACTOR to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.

Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by OWNER and no later than immediately following award of the contract.

6. STORAGE

The Escrow Bid Documents of the Successful Bidder will be placed in escrow prior to award of the contract, for the life of the contract, in a mutually agreeable institution. The cost of storage will be paid by OWNER.

7. EXAMINATION AFTER AWARD OF CONTRACT

The Escrow Bid Documents shall be examined by both OWNER and CONTRACTOR, at any time deemed necessary after award of the contract by either OWNER or CONTRACTOR, to assist in the negotiation of price adjustments and Change Orders, or the settlement of disputes.

Examination of the Escrow Bid Documents after award of the contract is subject to the following conditions:

a. As trade secrets, the Escrow Bid Documents are proprietary and confidential as described in Paragraph 2.

b. OWNER and CONTRACTOR shall each designate, in writing to the other party and a minimum of 10 days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.

c. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both OWNER and CONTRACTOR.

8. FINAL DISPOSITION

The Escrow Bid Documents will be returned to CONTRACTOR at such time as the contract has been completed and final settlement has been achieved.

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: Gloria Aguilar
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

Only responsive bidders may submit a bid protest for consideration. Bid protests are due in writing by the fifth calendar day after the bid opening and are to be delivered to the following address:

Attention: William Morris, RCE, PLS
City of Turlock, Engineering Division
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

4.01 NOTICE TO PROCEED:

The Notice to Proceed is defined as a letter issued by the City to the Contractor indicating that the Work may begin at the designated site and outlines the anticipated construction start and end dates. The Notice to Proceed is issued after award of the Contract by the City Council and after the Contractor has provided all bonds, insurance documentation, and any other information required by the project specifications prior to beginning the Work. At no time shall construction begin prior to the issuance of the Notice to Proceed. Any work performed prior to issuance of the Notice to Proceed shall be done at the Contractor's own risk.

Attention is directed to Section 5 "Time For Performance" of the Contract.

Attention is directed to Section 5d "Delay Damages" of the Contract.

4.02 PRE-CONSTRUCTION MEETING:

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. Contractor's superintendent, Contractor's project manager(s), City's project manager, City's public works inspector, major subcontractors and others involved in performance of the Work, are required to be present.

The purpose of the meeting is to establish a working understanding between parties and to discuss the construction schedule, review the process for the review of submittals, RFIs, Change Order Requests, applications for payment, and other subjects pertinent to execution of the Work.

4.03 COPIES OF CONTRACT DOCUMENTS:

At the request of the Contractor, City shall furnish up to five (5) hard copies of the project plans and specifications. Contractor may produce additional copies as needed at Contractor's expense.

4.04 STAGING OF MATERIALS AND EQUIPMENT:

Contractor shall coordinate, arrange, and pay for leasing of area(s) for the staging materials and equipment, as necessary. Any areas utilized for staging shall be included in the Contractor's Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan (SWPPP). Contractor shall take pre-construction photos of staging area(s) to use of the area and shall restore the areas to pre-construction conditions prior to completion. Provide City with a copy of the executed Agreement between Contractor and Property Owner prior to mobilizing and staging.

Contractor may contact City personnel to inquire if there is City-owned land in the vicinity of the project available for staging. The City may grant access to City-owned land for staging, but shall not be obligated to do so. Prior to use of City property for staging purposes, Contractor and City shall execute a License Agreement in a form acceptable to the City which shall include provisions for indemnification and required

insurance coverages. Contractor is advised that execution of a License Agreement will require time. Contractor is encouraged to begin the process early to avoid delay. City's processing time for the License Agreement shall not be justification for an increase in contract time.

SECTION 5 GENERAL

5.01 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

The Engineer and Contractor shall utilize Virtual Project Manager (VPM; www.new.virtual-pm.com), for submission of all construction documents for the duration of the construction contract and shall utilize VPM for project correspondence to the maximum extent possible. VPM is an online electronic project management system used to create, share, and review construction management documentation. 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 between City and Contractor. VPM shall be the primary means of project document submission and management.

VPM access is provided to the Contractor at no cost to the Contractor. The Contractor shall use computer hardware and software that meets the requirements of the VPM system. 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 by providing their own internet service and provide staff knowledgeable in the use of computers.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor's personnel. Contractor may request that access be granted to subcontractors, suppliers, or consultants, though access to these groups will be limited to read-only permissions. All communication to the Engineer shall be made directly through the 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. The Contractor shall be responsible for the validity of the information entered by the Contractor into VPM.

Contractor will submit attachments within VPM in formats acceptable to the Engineer, such as PDF files, Microsoft Office files, and picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents shall be created through electronic conversion prior to uploading, rather than optically scanned, whenever possible.

Contractor shall upload relevant documents for review and approval under the corresponding module within VPM (submittal, RFI, etc.). Each document submittal shall have a unique title and description that references the item and the section number from the specifications.

Engineer shall provide training to the Contractor in the basic use of the VPM system, as requested by the Contractor.

The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The Engineer will respond to a RFI submitted by the Contractor within seven (7) calendar days, not including legal holidays.

Inspector's daily logs shall be 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 weekly statement of working days report (WSWD) will be generated by VPM and approved by the City. 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 to protest in writing the correctness of the statement.

5.02 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.

5.03 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule and shall provide an updated schedule each month. 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.

5.04 PUBLIC COMMUNICATIONS:

The Contractor shall notify adjacent property owners, residents, and/or tenants when the execution of work may affect their everyday activities.

Any time the Contractor is acting on behalf of the City to perform work, the communication material between the Contractor and the public shall adhere to these Special Provisions and is subject to review and approval by the City. All communication materials shall be in English and Spanish. Submit communication material to City for review and approval ten (10) working days minimum prior to distributing materials to the public.

Work Notice

Provide notice to affected property owners in advance of work. Notice is required for any work within an easement, within the City's right-of-way, outside of street, etc. Contractor shall notify the resident by door knocking and leaving a flier. Notices shall be received by the affected properties no less than two (2) and no more than seven (7) calendar days prior to starting the work.

Denial of Access

Provide notice for when it is necessary to temporarily deny access to public parking, residential property, or commercial property. Notify residents, businesses, and local agencies at least 24 hours before starting activities. The type of notification shall be a written communication prepared and distributed by the Contractor. The written communication shall contain, at a minimum, the following information:

- Describe the work to be performed
- Detail streets and limits of activities
- Indicate dates and work hours
- Be authorized by the City

Attention is directed to Section 12.02, “Traffic Management Plan,” of these Special Provisions.

Utility Service Interruption

Provide notice for when any City’s utility service connection must be interrupted. The type of notification shall be a written communication prepared and distributed by the Contractor. The written communication shall contain, at a minimum, the following information:

- The type of service (e.g. water or sewer) that will be interrupted
- The date and length of time service will be interrupted
- Contractor’s Name and Contact Information

Notices shall be received by the affected properties no less than two (2) and no more than seven (7) calendar days prior to the work.

5.05 PERMITS:

Contractor is required to obtain the following permits.

Permit:	Agency / Division:	Required for:	Fee	Notes
Erosion and Sediment Control Plan	City of Turlock	Any ground disturbing work	\$0	See Special Provisions section “EROSION CONTROL”
Encroachment Permit	City of Turlock	Any work within City limits, including traffic control	\$0	Issued by City Engineering Division after contract execution
Monthly Hydrant Use Permit	City of Turlock Municipal Services Department	Use of construction water from hydrants	\$0, though a deposit is required for meter	See Special Provisions section “USE OF HYDRANTS FOR CONSTRUCTION PURPOSES”
Union Pacific Railroad Pipeline Crossing Permit	Union Pacific Railroad	Any utility installation crossing an existing railroad right-of-way	\$0	Obtained by City Engineering

5.06 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 the Section 5.01 "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:
 - Capital Project No.
 - 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:

- Statement that the product complies with the respective contract specifications.
- 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.
- 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.
- 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 fourteen (14) calendar days after receipt, not including legal holidays. 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 / Make Corrections Noted – The submittal is approved, provided that the Contractor addresses the included comments.
3. 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.
4. Rejected – The submitted product cannot meet project requirements and is rejected. Contractor shall provide a separate product that meets project requirements as a resubmittal.

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.

5.07 CHANGE ORDER PROCEDURES:

The contract price and contract time may only be changed by an executed Contract Change Order. A Contract Change Order is a written instrument prepared by the Owner, authorized by the City, stating agreement of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Price; and
3. The extent of the adjustment, if any, in the Contract Time.

When a change in the work is contemplated by the Engineer, a Construction Change Directive may be issued by the Engineer. A Construction Change Directive is a written order prepared by the Engineer directing a change in the Work prior to agreement on adjustment in the Contract Price or Contract Time, or both, in a Contract Change Order. The Engineer may, by Construction Change Directive and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly thereafter according to the terms of the Agreement.

A Change Order Request is a document created by the Contractor which notifies the Engineer of changes in scope, changed conditions, errors, omissions, or inconsistencies in the contract documents which may or may not require an adjustment in the Contract Price and/or Contract Time.

Upon issuance of either a Construction Change Directive by the Engineer or a Change Order Request by the Contractor, the Contractor shall promptly prepare documentation proposing a contract cost and/or time adjustment for review by the Engineer for the purposes of arriving at a mutually agreeable lump sum. Contractor shall submit backup information for costs of labor, equipment, material, and agreeable markups. Backup information shall contain sufficient detail to allow a thorough review. The Engineer will review backup documentation and issue a response to the Contractor as to agreement or disagreement with proposed adjustments to contract price and/or time. Contractor shall not proceed with the change in the Work involved until the proposed cost and time adjustment is acceptable to the Engineer. If attempts to arrive at a mutually agreeable lump sum amount fail, the Engineer may direct that the work proceeds on the basis of force account in accordance with the terms of the Agreement.

When the Engineer and Contractor agree with the adjustments in the Contract Price and/or Contract Time, the Engineer will prepare the change order. The City Engineer or the Director of Public Works may approve change orders up to 50% of the approved contingency for the project. The City Manager may approve change orders up to 100% of the approved contingency for the project. Change orders exceeding the contingency balance must be approved by the City Council.

5.08 NOTICE OF POTENTIAL CLAIM:

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

5.09 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.

5.10 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 both to the DIR and to the Engineer on a weekly basis. Contractor may submit certified payroll records to the Engineer via mail, email, or uploaded to VPM.

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.

5.11 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.).

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.

5.12 PAYMENTS:

Attention is directed to Section 8, "Compensation," 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.

5.13 GUARANTY:

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

5.14 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.

5.15 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 all subcontractors within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5.16 CITY PROJECTS COORDINATION:

Contractor is hereby notified that the following separate City projects are anticipated to be in construction at the same time as this project and in overlapping/adjacent areas:

- City Project No. 23-033 “City of Turlock Roads Program CIP” includes concrete access ramp and pavement rehabilitation work on several roads within the City of Turlock. The areas that overlap with this project is South Laurel Street. Construction for CP 23-033 is planned to begin in July 2024.

Contractor shall coordinate and cooperate with each awarded contractor for the projects mentioned above to limit conflict in schedule and overall progress of the projects for City’s benefit. City will provide contact information as necessary.

5.17 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.

5.18 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.

5.19 WORKING HOURS:

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

Contractor shall notify Engineer forty-eight (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, June 19th, 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.

Should the Contractor desire to work on a Saturday, Sunday or Legal Holiday, the Contractor shall request approval of the Engineer. The Engineer may reject the request with or without cause. Should approval be granted, the Contractor shall reimburse the City of Turlock the premium portion of cost of engineering, inspection, testing, superintendent, and/or other overhead expenses due to overtime which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

5.20 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.

5.21 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.

5.22 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide the initial staking request no less than 1 week prior to Contractor starting work. Contractor shall submit subsequent staking requests no less than 48 hours before the staking is required to continue construction. Contractor shall post all staking requests to Virtual Project Manager (VPM) under the Request for Information (RFI) tab. The Contractor shall provide unimpeded access to the site and allow the 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 may be back charged at the fully burdened hourly rate for the survey crew and shall fully reimburse City for all necessary materials and equipment as a deductive change order.

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 reject 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 its own expense.

5.23 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 City of Turlock 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 the Section "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 construction 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.

5.24 PRESERVATION OF EXISTING MONUMENTS:

Contractor shall be responsible for protecting all survey monuments identified on the plans. Any monuments identified on the plans that are damaged or destroyed by Contractor that have not been tied off by City's surveyor shall be replaced at the Contractor's cost and deducted from the Contract Price by Change Order. Contractor shall notify City of all monuments that may or will be disturbed by necessary construction operations. City's surveyor will tie off said monuments and provide Contractor a notice to proceed prior to demolition of existing monuments.

Once Contractor is finished with its construction operations, the City's surveyor shall be responsible to set new survey monuments. New monument wells that conform to the City of Turlock Standard Specifications and Drawings will be required to be installed by the Contractor prior to setting new monuments. Contractor shall include the cost of new monument well(s) if shown on the project plans in its contract price. If no new monument wells are shown to be installed by Contractor on the project plans, installation of monument well(s) will be added to the project scope by Contract Change Order. Contractor shall confirm location of each monument well with City's surveyor prior to installation of the monument well. Once Contractor has installed monument well(s), City's surveyor will reset the monument(s).

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.

5.25 DUST CONTROL:

Dust Control shall conform to the provisions in Section 10, "Dust Control", of the City of Turlock Standard Specifications and Drawings 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.

5.26 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.

5.27 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.

5.28 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.

5.29 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.

5.30 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

CHLORINATION AND ISOLATION OF NEW MAINS

All new water and fire lines shall be completely isolated from any existing main until it has been tested and disinfected to the satisfaction of the City Engineer. Nothing in this Special Provision shall preclude the City of Turlock from requiring additional testing or disinfection techniques as determined by the City Engineer.

The Contractor shall chlorinate the proposed water line in accordance with the provisions in current AWWA Standard C651. However, the tablet method will not be allowed where water or foreign material has entered the pipe or when the first test has failed.

A sufficient amount of chlorine shall be introduced into the main so as to obtain at least 50 ppm of chlorine in all parts of the system being tested, when the line is filled with water. Prior to flushing, a residual test shall be taken at locations as specified by the City Engineer. The residual shall have a minimum 10 ppm of chlorine.

The City will collect all water samples to conduct bacteriological tests on new main line installation. All main line installation must pass the bacteriologic test performed by the City of Turlock before the new main line is accepted and introduced to the utility system. The first test (two consecutive days of sampling for total coliform and HPC, samples taken 24 hours apart) will be provided by the City at no charge to the Contractor. Testing is available Monday, Tuesday, and Wednesday. Should the Contractor request testing on a Thursday or Friday, the Contractor shall request approval by the City Engineer. The City Engineer may reject the request with or without cause. Should approval be granted, the Contractor shall reimburse the City of Turlock the premium portion of cost of testing and/or other overhead expenses due to overtime required by laboratory staff to record results of testing on Saturday or Sunday when testing is performed on a Thursday or Friday, which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

In the event that the water samples do not pass the first time (either the first or second day for bacteriological testing), the Contractor will be required to pay for any and all follow-up bacteriological tests and City staff time to operate the valves. No independent water samples will be accepted in lieu of the City's bacteriological testing. However, any additional tests required will be charged to the Contractor.

New mains may be filled from existing mains only by a temporary tap and through an approved double-check backflow assembly. If additional piping is needed before the double-check assembly the contractor will be responsible for disinfecting that piping and passing a bacteriological test. At the end of the contact

period, the mains shall be flushed to the satisfaction of the City Engineer. All flushing water shall be de-chlorinated and discharged into the storm drainage system or other approved location. Under no circumstances will the Contractor be allowed to discharge the flushing water into the sanitary sewer system. Under no circumstances will water be allowed to accumulate on public right-of-way or easements, or in any manner, as to create a potential hazard to existing public improvements or any that are under construction.

DISINFECTING – NEW MAINS

Per the Uniform Plumbing Code sect: 609.9.9, new or repaired potable water systems shall be disinfected prior to use whenever required by the City. The method to be followed shall as prescribed below.

Prior to install, the appropriate pipe must be disinfected and cleaned with 12.5% sodium hypochlorite. Both ends of the pipe must be sealed off to protect from atmosphere and from any other contaminants. Protected ends are only to be exposed to elements just moments before tie ins.

After installation is complete, lines must be flushed at a rate of at least 2.5 ft/sec not exceeding 5 ft/sec. to remove any contaminant's trapped in line due to installation. The pipe system shall be flushed with, clean potable water until only potable water appears at the points of outlet.

Following flushing, main lines must be injected with chlorine and then shut off. The system or parts thereof shall be filled with a water chlorine solution containing at least (50) parts per million of chlorine, and the system or part thereof shall be valved-off and allowed to stand for twenty-four (24) hours; or, the system or part thereof shall be filled with a water-chlorine solution containing at least two hundred (200) parts per million of chlorine and allowed to stand for three (3) hours.

Following the allowed standing time, the system shall be flushed with clean, potable water until the chlorine residual in the water coming from the system does not exceed the chlorine residual in the flushing water.

All new main connections and repairs will be followed up with a bacteriological sample taken by city staff and given to our in-house lab to ensure good water quality. The lab will perform either a 24-hour or 48-hour analysis. The procedure shall be repeated if it is shown by bacteriological examination that contamination persists in the system.

DISINFECTING - TABLET

If this method is utilized to disinfect the mains, at least 72 hours shall be allowed for the tablets to fully dissolve before a sample is taken. The number of tablets and their placement shall be as directed by the City Engineer. The Contractor shall fill the mains slowly to ensure that the tablets stay in place.

DISINFECTING - LIQUID

This method will be utilized when the Contractor is required to re-chlorinate the mains. When this method is used on a main, disinfectant is introduced into the line until a residual is detected at all services and blow-offs.

Under no circumstances will gaseous chlorine be allowed to be used for this test method.

LEAKAGE TEST

All water mains, service, fittings, and all appurtenances shall be subject to a hydrostatic pressure test and a water loss hydrostatic test. Tests on all mains and services shall be performed and accepted only in the presence of the City Engineer. All tests shall only be performed after the aggregate base is placed unless directed by the City Engineer.

HYDROSTATIC PRESSURE TEST

The Hydrostatic Pressure Test shall consist of maintaining a test pressure of 50 psi for a period of one hour. Any pressure drops will be recorded as a failed test. Upon successfully completing the 50 psi Hydrostatic Pressure Test, the pressure shall be dropped to 0 psi and then increased to 200 psi and maintained at said 200 psi for a period of two hours. The test pressure shall not be allowed to drop more than 10 psi over the two hour test period.

WATER LOSS HYDROSTATIC TEST

If a pressure drop occurs in the Hydrostatic Pressure Test, the pressure will then be raised to 50 psi by pumping and the quantity of water pumped into the line accurately measured. The amount of allowable water loss shall be calculated on the basis of 15 gallons per inch of diameter per mile of length per 24 hours. If the water loss test fails, the Contractor will be required to find the leak, make all necessary repairs, and repeat the test until a satisfactory test is achieved. The Contractor shall furnish, install, and remove all apparatus necessary for performing the above mentioned tests. The cost of performing said tests shall be borne by the Contractor.

5.31 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 Notice of Completion will not be issued until acceptable as-builts have been received by the Engineer.

SECTION 6 WORK RESTRICTIONS

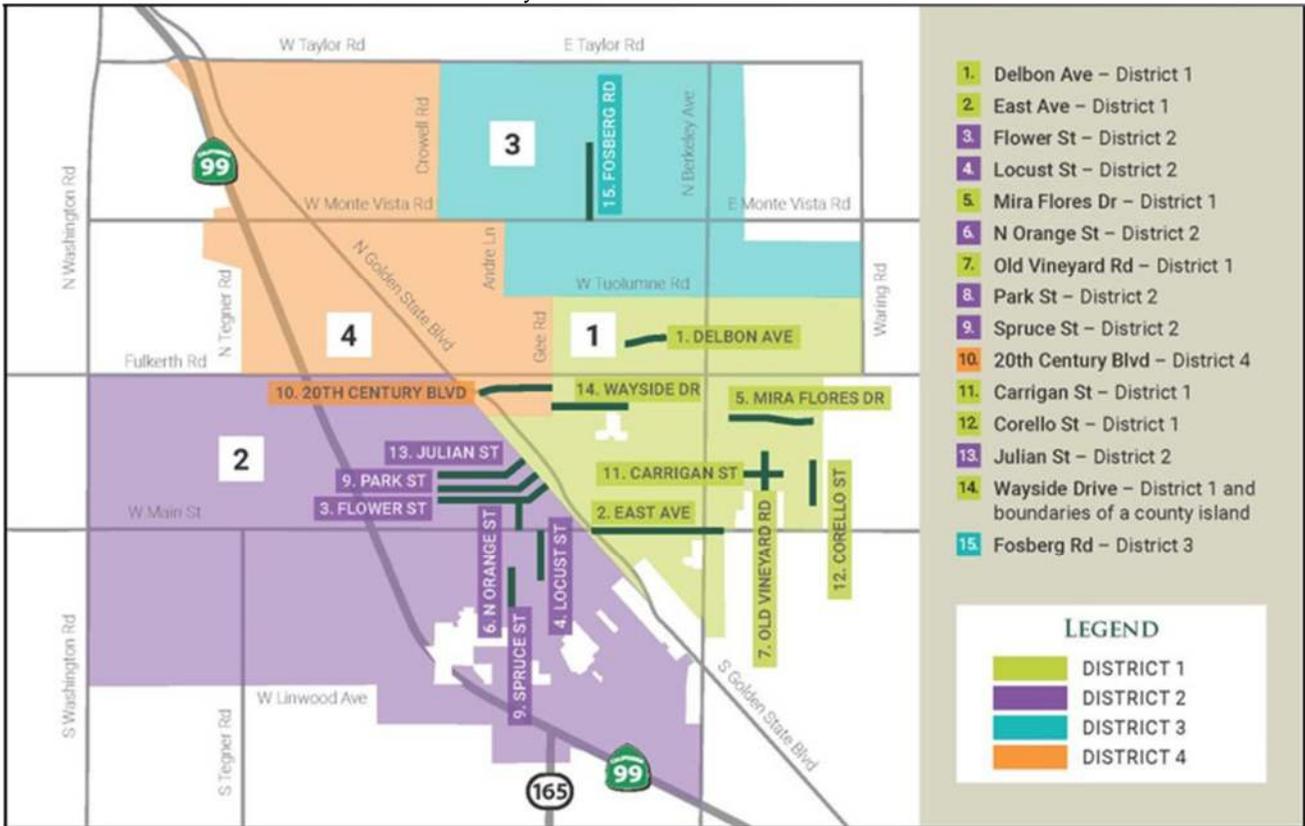
6.01 PRIORITIZATION OF WATER LINE INSTALLATION LOCATIONS:

The City seeks to minimize the impact on the 2024 Roads Program project schedule. The Contractor shall prioritize all required work (construction submittals, materials procurement, etc) to install the proposed water line on El Capitan Drive and La Linda Court as the first location of work for this project. Required work includes but is not limited to the installation of the water line, passing of all required testing, trench surface restoration, and all necessary minor concrete work.

From when the City begins counting working days per Section 51 of the Agreement, Contractor shall have 40 working days to complete all required work on El Capitan Dr. and La Linda Ct. Failure to complete the required work on El Capitan Dr. and La Linda Ct. as specified herein shall subject the Contractor to delay damages identified in Section 5(d) of the Agreement. Upon completion and acceptance of the water line on El Capitan Dr., the Contractor shall also submit as-builts for El Capitan Dr. within 10 working days following the completion and acceptance of the water line. The Contractor shall then prioritize all required work to concurrently install the proposed water line on S. Laurel St. and Florence St. for this project.

6.02 MINIMIZING PREMATURE PAVEMENT FAILURE:

The City seeks to minimize premature pavement failure. The Contractor shall avoid traversing with heavy equipment on the newly paved streets (depicted in the figure below) to access this project location(s). Seek to utilize alternate routes as necessary.



6.03 COORDINATION WITH TURLOCK SCAVENGER:

Contractor to coordinate with Turlock Scavenger and avoid impeding with the garbage pick-up schedule. Contractor shall complete any work that may impact Turlock Scavenger within the project area as indicated below in time to allow Turlock Scavenger to perform garbage pick-up on schedule.

Project Area	Turlock Scavenger Garbage Pick-Up Day
Florence St, Laurel St, and Lexington Ave	Friday
El Capitan Dr and La Linda Ct	Tuesday

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: installing 5,417 lineal feet of new PVC water main pipe, new water service laterals to customers along the alignment of the new water main pipe, abandoning the existing water main pipe in place, restoring the trenches, 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

City shall consider the following bid alternate which may or may not be included in the contract price at the City's option as shown on the Bidder's Form. The basis of award shall be the lowest bid price on the base contract without consideration of the prices on the bid alternative items.

- Bid Alternate "A" – Remove Existing Water Line

See Section 10 of these Special Provisions for additional information related to Bid Alternates.

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 CONSTRUCTION PROJECT SIGN:

Contractor shall provide at least one 8-ft x 4-ft project sign that can be mobilized and relocated to each project location as shown in the project plans 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 Pre-Construction Meeting. The Contractor shall install the project sign 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.

PAYMENT

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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.03 EROSION CONTROL:

Contractor is required to provide an Erosion and Sediment Control Plan (ESCP) for review and approval by the City of Turlock Engineering Division. A blank ESCP worksheet is available to download from the City's website at <https://ci.turlock.ca.us/buildinginturlock/landdevelopment/improvementplan.asp>. The plan must be approved prior to beginning of work on-site. Contractor shall implement Best Management Practices (BMPs) before construction occurs both in the area of work, as well as staging areas. Contractor shall maintain BMPs in good working condition at all times. Contractor shall provide drain inlet protection, at a minimum. The completed ESCP and required BMPs must be in place prior to soil disturbing construction activities.

PAYMENT

The cost to create and implement an ESCP shall be considered as included in the various contract items, and no additional compensation shall be made.

10.04 TRAFFIC CONTROL SYSTEM:

Contractor shall comply with the City of Turlock Standard Specifications Section 11 "Traffic Safety" for work within the City of Turlock. Attention is directed to Section 12.01, "Traffic Management Plan," of these Special Provisions. Road closures shall not be allowed except for residential streets which may be closed to through traffic one block at a time provided detour routes shown in the Temporary Traffic Control Plan have been submitted and approved. Access to residents that live on the residential streets shall be provided at all times.

PAYMENT

The contract lump sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in providing a traffic control system as required to install proposed improvements, as specified City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.05 UTILITY COORDINATION:

All coordination with the utility companies shall be the Contractor's responsibility. All fees and permits associated with the City of Turlock shall be waived.

10.06 POT HOLE EXISTING UTILITIES:

Prior to the beginning or continuation of any trenching for the installation of utilities, the Contractor shall:

1. Pothole all utility crossings shown on the plans and identified by Underground Service Alert (USA) utility markings. 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 perform potholing work per these Special Provisions shall be repaired at the Contractor's expense.
2. Measure depth from top of pavement to top of all utilities and mark depths on the project plans and provide a copy to the Engineer (electronic PDF or hard copy is acceptable)
3. Notify the Engineer of potential conflicts with the proposed location of new utilities. See Section 2.02, "EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS,"
4. Backfill, compact, and patch or plate potholes prior to opening the paved surface up to traffic.

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, the change in contract price will be determined as per Section 4 "Contract Price" of the Agreement.

PAYMENT

The contract lump sum price paid for utility potholing shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in utility potholing as shown on the project plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.07 DEWATERING:

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, the character, quality and quantities of work to be performed, including the degree of presence or absence of groundwater.

The Contractor shall furnish, install, operate and maintain all machinery, appliances, and equipment to maintain all excavations free from water during construction. The Contractor shall dispose of the water so as not to cause damage to public or private property, or to cause a nuisance or menace to the public or violate the law. The dewatering system shall be installed and operated so that the ground water level outside the excavation is not reduced to the extent which would cause damage or endanger adjacent structures or property. The static water level shall be drawn down a minimum of one foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. The Contractor shall have on hand, pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to one foot above the normal static groundwater level.

The contractor shall control surface water to prevent entry into excavations. At each excavation, a sufficient number of temporary observation wells to continuously check the groundwater level shall be provided.

The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils", does not occur. Dewatering systems shall be designed and operated so as to prevent removal of the natural soils. The release of groundwater at its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundations soils, prevent disturbance of compacted backfill, and prevent flotation or movement of structures, pipelines and sewers. If an NPDES (National Pollutant Discharge Elimination system) permit is required for disposal of water from construction dewatering activities, it shall be obtained by the Contractor prior to any dewatering activities.

PAYMENT

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

10.08 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 road right of way in accordance with the provisions in Section 7-10 of the City of Turlock Standard Specifications and Drawings. Saw-cut all concrete and asphalt materials surfaces prior to removal.

PAYMENT

The contract 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.

10.09 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 road right of way in accordance with the provisions in Section 7-10 of the City of Turlock Standard Specifications and Drawings.

PAYMENT

The contract 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.10 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 road right-of-way and shall conform to the provisions in Section 7-10, "Disposal of Materials Outside the Right of Way", of the City of Turlock Standard Specifications.

All import borrow shall meet the requirements of Structure Backfill as defined in Section 19 of the Caltrans Standard Specifications. All backfill material shall be compacted at 95% relative compaction for the entire depth of imported material. The maximum thickness of each layer of material before compaction shall be one foot 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.11 SHORING, SHEETING, AND BRACING:

Contractor shall install a shoring system for the protection of workers and shall conform to Cal-OSHA requirements. Contractor shall submit shoring system to the Engineer for review and approval. The shoring plan shall be prepared, stamped, and signed by a licensed engineer. Contractor shall not start activities that require shoring to be in place before the shoring system is accepted and approved by the Engineer. Contractor shall submit evidence of receipt of an excavation permit from the State of California Department of Industrial Safety, Division of Occupational Safety & Health, for excavations to be performed as part of the scope of work, pursuant to the requirements of Labor Code Sections 6500, 6501, and 6502.

PAYMENT

The contract lump sum price paid for shoring, sheeting, and bracing shall include full compensation for furnishing 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 plans, and as required by law, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.12 WATER MAIN PIPE:

All work on the potable water system shown on the plans shall comply with Section 15 “Water Systems” of the City of Turlock Standard Specifications and Drawings.

Water main pipe material shall be C-900 PVC DR-18 or DR-14 in accordance with Section 15-3. “Poly-Vinyl-Chloride Pipe,” of the City of Turlock Standard Specifications and Drawings, the Plans and these Special Provisions. Water main pipe sizes shall be as shown on the Project Plans. Trench repair shall conform to Section 14 “Trenching and Backfilling” of the City of Turlock Standard Specifications and Drawings, Errata 1, the plans and these special provisions.

PIPE LAYING

All pipes shall be laid true to the lines and grades as shown on the plans. If in any circumstance there is a confrontation between an existing permanent pipe and the proposed line, the Contractor, with the written approval of the Engineer, may lay the pipe at an elevation other than that specified on the plans.

The pipe shall at all times during loading, unloading, moving and laying operations, be handled with care. The Engineer shall be the judge of whether pipe, coupling fitting, etc., has been damaged and any material so classified shall be removed from the work site permanently.

The Contractor shall take extra precautions to ensure that the unfinished end of the pipe is securely plugged prior to commencing backfilling operations for that length of pipe. At the close of the day's operations, or whenever workmen are absent from the job site, the last section of pipe shall be plugged, capped or otherwise tightly closed to prevent the entry of foreign matter of any nature. The interior of the pipe shall be kept free from dirt and other foreign material as the pipe laying progresses and said interior of pipe shall be left clean at the completion of the work.

Unless otherwise specified by the Engineer, all pipes shall be laid with the bells facing the direction of laying and shall be laid in accurate conformity with the prescribed lines and grades. Each length shall be jointed to the preceding section as hereinafter specified; and after said jointing procedure has commenced, there shall be no movement of the pipe whatsoever in subsequent operations. Each pipe shall have a firm bearing for its full length in the trench, except at bell holes and field joints. Only approved lubricants shall be used as an aid to mating bells and spigots. The reference line on the spigot end should be flush with the end of the bell. Whenever necessary to deflect the pipe from a straight line either in the vertical or horizontal plane to avoid obstructions, or where long radius curves are permitted, the degree of deflection at joints shall be approved by the Engineer.

When excessive groundwater conditions are encountered, such that the trench bottom cannot be kept dry during pipe laying operations, the Contractor shall excavate the trench six inches or more below the barrel of the pipe and backfill to grade with crushed rock. Ground water shall be kept below the surface of the gravel bedding with suitable dewatering equipment during all pipe laying operations. Over-excavation and crushed rock shall be furnished at the Contractor's expense.

FITTINGS

Fittings shall be in accordance with Section 15-5 "Fittings," of the City of Turlock Standard Specifications and Drawings, the plans and these special provisions.

PAYMENT

The contract price paid per linear foot for various sizes of the water main pipe shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in laying and constructing Water Main Pipe, including all trenching, backfill, aggregate base, and hot mix asphalt material per City Standard Drawings T-1 and T-2 (trench repair steps 1 and 2), complete in place, as shown on the plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

Specifically included in the payment of water main pipe are ductile iron fittings and chlorination as required by the City of Turlock Standard Specifications.

10.13 8" WATER MAIN INSIDE 12" STEEL CASING PIPE BY BORE & JACK:

8-inch water main pipe inside 12-inch steel casing pipe shall be installed by the boring and jacking method between the limits shown or specified, in accordance with the Project Plans, and these Special Provisions. All boring and jacking operations must comply with Cal OSHA Tunnel Safety Orders.

Steel casing pipe shall have a minimum yield strength of 35,000 psi. Casing shall meet ASTM A-36, ASTM A-568, ASTM A-135, ASTM A-139, or approved equal. Pipe shall be coated and lined in accordance with AWWA C-210 or approved equal. Pipe joints shall be welded in accordance with AWWA C-206. After pipe is welded, coating and lining shall be repaired. Unless specified otherwise, the minimum wall thickness of a 12-inch steel casing pipe shall be 0.25-inch thick.

The carrier pipe to be installed within the casing shall meet the requirements as specified in Section 10.12 of these Special Provisions. Carrier pipe sections must be joined outside the casing pipe and then slid into

place. Adjustment in grades for water pipe must be as shown or specified in the Contract, or as directed by the City Engineer.

Lubricants such as flax soap or drilling mud may be used to ease pipe installation. Do not use petroleum products, oil or grease for this purpose. If guide rails are used, install pipe and hold down jacks after installation of carrier pipe. After installation of the carrier pipe, mortar inside and outside of the joints as applicable. After carrier pipe installation is complete, seal or plug the ends of the casing as specified and shown in the Project Plans and these Special Provisions.

Where the work is in the public right-of-way or railroad company right-of-way, the City will secure the appropriate permits or easements. The Contractor shall observe regulations and instructions as to the methods of performing the work and take precautions for the safety of the property and the public.

Tunnel liner plate shall not be used where bore and jack methods are used. The Contractor shall be fully responsible to ensure the methods used are adequate for the protection of workers, pipe, property, and the public.

The Contractor must provide a boring and jacking plan to the City prior to the beginning of boring and jacking operations. The boring and jacking plan must describe the equipment, method, and construction sequence for boring and jacking, and must include a proposed bore profile showing all verified utility depths with utility-required clearances and the projected bore path. The Plan must identify the location of all existing public and private utilities in the vicinity of the proposed bore and jack and address any potential conflicts with their systems. The plan must also identify the location of nearby trees and address any conflicts with their root systems. Work associated with boring and jacking shall not begin until the City has reviewed and approved the Contractor's boring and jacking plan. The Contractor shall also provide shop drawings of casing insulators including sketches of insulators with material components and dimensions and proposed locations of insulators.

Installation shall be by a competent, experienced contractor or sub-contractor. The installation contractor shall have a satisfactory experience record of at least three (3) years engaged in similar work of equal scope. Construction along roads and railroads shall be performed in such manner that the excavated material be kept off the roads and railroads at all times, as well as, all operating equipment. Construction shall not interfere with the operations of the roads and railroads.

Barricades, warning signs, and flagmen, when necessary and specified, shall be provided by the Contractor. No blasting shall be allowed. Existing pipelines are to be protected. The Contractor shall verify location and elevation of any pipe lines and telephone cable before proceeding with the construction and plan his construction so as to avoid damage to the existing pipe lines or telephone cables. Verification of location of existing utilities shall be the complete responsibility of the Contractor.

Excavation of boring and receiving pits must be the minimum size necessary to complete the work. Do not excavate over the limits of the bore as specified. Trench walls of access pits adjacent to the bore face shall be truly vertical. Shore the trench walls as necessary to protect workmen, the public, structures, roadways, and other improvements. Backfill pits immediately after the installation of the carrier pipe is completed. If carrier pipe is not installed immediately after casing pipe installation, Contractor shall temporally backfill the pit until installation of carrier pipe.

Casing insulators shall be designed by the Manufacturer to adequately support and electrically isolate the carrier pipe within the casing pipe under all conditions. Number and location of spacing insulators shall be determined by the Manufacturer to protect carrier pipe from damages. Provide a minimum of two casing insulators per joint of pipe.

Guide rails must be accurately set to line and grade to insure installation of the conductor pipe within permitted tolerances. The casing pipe diameter must be sufficient to allow adjustment of line and grade of the carrier pipe to meet allowable tolerances and to allow sand to be placed between the casing pipe and the carrier pipe.

PAYMENT FOR 8” WATER MAIN INSIDE OF 12” STEEL CASING PIPE (JACK AND BORE)

The contract price paid per lineal foot of the 8-inch water main carrier pipe inside a 12-inch steel casing pipe installed by boring and jacking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in boring and jacking pipe, complete in place, including the excavation and backfill, as shown or specified in the Project Plans, as specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT FOR 12” STEEL CASING PIPE (JACK AND BORE)

The contract price paid per lineal foot of the 12-inch steel casing pipe installed by boring and jacking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in boring and jacking pipe, complete in place, including the excavation and backfill, as shown or specified in the Project Plans, as specified in these Special Provisions, and directed by the City Engineer.

10.14 VALVES

Gate valves and butterfly valves shall be in accordance with Section 15-4 “Gate Valves,” of the City of Turlock Standard Specifications and Drawings, the Plans and these Special Provisions. Each valve shall be installed in a valve box.

PAYMENT

The contract price paid per each valve and box with lid shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing various sizes of valves and valve boxes complete in place, as shown on the plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer. Specifically included in the payment of water valves is chlorination as required by the City of Turlock Standard Specifications.

10.15 THRUST_BLOCKS:

Thrust Blocks shall be in accordance with Section 15-9 “Thrust Blocks,” and Drawing W-4, “Thrust Blocks,” of the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT

Thrust blocks shall be considered as included in the contract unit prices for all items requiring thrust blocks and no separate payment shall be made therefor.

10.16 CONCRETE COLLARS:

The Contractor shall install concrete collars at each water valve in accordance with Drawing W-5, "Line Valve," of the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT

Concrete collars shall be considered as included in the contract unit prices for all items requiring concrete collars and no separate payment will be made therefor.

10.17 DISINFECTION:

Disinfection of new mains shall be in accordance with Section 15-22 "Chlorination and Isolation of New Mains," of the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT

Disinfections shall be considered as included in the contract unit prices for all items requiring disinfections and no separate payment will be made therefor.

10.18 PRESSURE TEST:

Pressure testing of new mains shall be in accordance with Section 15-25, "Leakage Test," of the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT

Pressure tests shall be considered as included in the contract unit prices for all items requiring pressure tests and no separate payment will be made therefor.

10.19 CONNECTION TO EXISTING MAINS:

City shall perform all required tapping of existing mains prior to the Contractor performing work to connect to existing mains. Contractor shall provide notice to the City Inspector at least seven (7) working days before any proposed connection to an existing main. Contractor shall be responsible for excavating, hauling, and compacting of material necessary. Once a new water main has been disinfected and accepted by the City Engineer, it will be considered an existing main.

PAYMENT

The contract price paid per each connection to an existing main shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in connecting to an existing main, including all trenching, backfill, aggregate base, and hot mix asphalt material per City Standard Drawings T-1 and T-2 (trench repair steps 1 and 2), complete in place, as shown on the plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1 and these Special Provisions, and as directed by the City Engineer.

10.20 INTERRUPTION OF SERVICE:

Service interruptions shall be in accordance with Section 15-10 “Interruption of Service,” of the City of Turlock Standard Specifications and Drawings, the Plans and these Special Provisions.

PAYMENT

Interruption of service shall be considered as included in the contract unit prices for all items requiring interruption of service and no separate payment will be made therefor.

10.21 WATER SERVICES:

Install new water services of various sizes in accordance with Section 15-11 “Service Lines,” of the City of Turlock Standard Specifications and Drawings, the Plans and these Special Provisions. Refer to Detail 1 on Sheet 20 of the Plans for more details. Reuse the existing box and meter and install adjacent to the existing box location outside of the sidewalk in the parkstrip. Any damage to an existing water meter and end point shall be paid by the Contractor. Where a parkstrip is not available, coordinate location of the new box with the City Engineer. Install new service lines (various sizes as shown on the Plans) with #12 tracer wire from the main and connect to existing water service to the building.

PAYMENT

The contract price paid per each various size of water services shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, for doing all the work involved in laying and constructing the services line, for removing and relocating the existing meter box and meter, for reconnecting the water service to the existing building, and all trenching, backfill, aggregate base, and hot mix asphalt material per the Errata 1 City Standard Drawings T-1 and T-2 (trench repair steps 1 and 2) complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.22 FIRE HYDRANT ASSEMBLIES:

Fire Hydrant Assemblies shall include connection to the new water main, gate valve and valve box, riser pipe, fittings, thrust block, blue raised reflective pavement markers, and shall be installed in accordance with Section 15-8 “Fire Hydrants,” and City of Turlock Standard Specifications, Drawings, Errata 1, the Plans, and these Special Provisions. Contractor shall disinfect and remove disinfectant from the fire hydrant line per Section 15 of the City of Turlock Standard Specifications.

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 a new fire hydrant assembly and connecting to the new water main.

10.23 REMOVE SIDEWALK:

Contractor shall sawcut and remove concrete sidewalk necessary to install new water meter services and/or fire hydrant assembly to the nearest existing cold joint in accordance to the City of Turlock Standard Specifications and Drawings, the Plans, and these Special Provisions. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of fifty (50) square feet of sidewalk to be removed per fire hydrant run or water meter.

PAYMENT

The contract price paid per square foot of sidewalk removed shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the sidewalk, complete in place, as specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer. The installation of new sidewalk shall be paid for separately under the bid item “Minor Concrete – Flatwork”

10.24 REMOVE CURB AND GUTTER:

Contractor shall sawcut and remove curb and gutter as necessary for installation of the new water meter service box and/or fire hydrant assembly to the nearest existing joint in accordance to the City of Turlock Standard Specifications and Drawings, the Plans, and these Special Provisions. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of ten (10) lineal feet of curb and gutter to be removed per fire hydrant run or water meter.

PAYMENT

The contract price paid per lineal foot of curb and gutter removed shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the curb and gutter, complete in place, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer. The installation of new curb and gutter shall be paid for separately under the bid item “Minor Concrete – Curb and Gutter”.

10.25 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.26 DIRECTIONAL CHANGE BOX (TYPE G5):

Direction Change Boxes shall conform to the provisions in Section 15-6, "Valve Boxes", of the City of Turlock Standard Specifications and Drawings, the Plans, and these Special Provisions. The box shall be placed over the fitting installed on the water pipe. The lid shall be welded into the frame. After the lid is securely fastened a directional arrow shall be welded into the lid indicating the direction of the pipeline in both directions. Refer to Detail 4 on Sheet 20 for more details.

PAYMENT

The contract price paid per each for directional change boxes shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing a directional change box, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.27 BLOW-OFF VALVES (4-INCH):

Blow-offs (4-inch) shall conform to the City of Turlock Standard Specifications and these Special Provisions. Blow-offs (4-inch) shall be permanent or temporary as identified on the Plans. Temporary blow-offs are to be reused and relocated as feasible to the various project areas.

PAYMENT

The contract price paid per each temporary and/or permanent blow-offs (4-inch) shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing and removing (as necessary) the blow-offs complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.28 TEMPORARY DOUBLE CHECK BACKFLOW PREVENTER ASSEMBLY (INSTALL & REMOVE):

The City shall provide a sanitized USC Foundation approved double check backflow preventer (DCBP) assembly as shown on the plans for temporary backflow prevention. The Contractor shall coordinate with the City Inspector so that a work order is provided to the Municipal Services Department at least seven (7) working days in advance for personnel from Municipal Services to be present when Contractor connects the temporary DCBP assembly.

Only City personnel from the Municipal Services Department shall operate existing valves on the water system. Upon successfully passing all testing of the main line, the Contractor shall coordinate with the City Inspector so that a Municipal Services personnel with the City is present to observe the Contractor remove the temporary DCBP assembly and to collect the equipment.

PAYMENT

The contract price paid per each installation and removal of the temporary double check backflow preventer assembly shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing and removing the temporary double check backflow preventer assembly, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.29 ABANDON EXISTING WATER LINES:

The abandonment of water lines (mains and services) shall be in accordance with the project plans, City of Turlock Standard Specifications, and these Special Provisions. Water lines to be abandoned must be properly dewatered in accordance with all local, state and federal environmental regulations. At a minimum, the Contractor shall abandon all water lines by cutting and plugging. Pipes shall be closed with an approved plug with thrust blocking as approved by the City.

Flowable fill shall be utilized when abandoning water lines that are 4-in and greater underneath roadways and paved areas and/or as directed by the City Engineer. Flowable fill shall be controlled low strength material consisting of fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties. Flowable fill shall have a 28-day unconfined compressive strength of between 50 and 150 psi in accordance with the current ASTM standards. The contractor shall submit the proposed grout mixes, methods, plans and criteria that the grouting operations shall meet for City review and approval. The grouting system shall have sufficient gauges, monitoring devices and tests to determine the effectiveness of the grouting operation and to ensure complete fill (100 percent) and that no voids exist within the pipeline.

The Contractor is responsible for notifying water customers affected by a water shut-off a minimum of 48 hours in advance. Only City personnel shall operate existing valves on the water system.

PAYMENT FOR ABANDONING EXISTING WATER LINES BY CUTTING AND CAPPING

The contract price paid per each cut and cap used to abandon an existing water line without flowable fill shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cutting and capping an existing water line, including providing thrust blocking at each plug, including all trenching, backfill and aggregate base material, complete and in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

PAYMENT FOR ABANDON EXISTING WATER LINES WITH FLOWABLE FILL

The contract price paid per lineal foot for the abandonment of existing water lines underneath roadways with flowable fill then cutting and capping shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in abandoning existing water lines underneath roadways with flowable fill, cutting and capping, providing thrust blocking at each plug, including all trenching, backfill and aggregate base material, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.30 REMOVE EXISTING WATER VALVE AND BOX:

Contractor shall remove the existing water valves in boxes in line with the existing water main that is to be abandoned as shown on the Project Plans and specified in these Special Provisions. Cut and cap existing piping and install new thrust block. Existing valves shall be removed and disposed of outside the road right of way in accordance with the provisions in Section 7-10 of the City of Turlock Standard Specifications.

PAYMENT

The contract price paid for each existing water valve removed shall include full compensation for furnishing all labor, material, tools, equipment and incidentals for doing all the work involved in removing the existing valves, including all trenching, backfill and aggregate base material, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.31 REMOVE EXISTING FIRE HYDRANT:

Contractor shall remove the existing fire hydrants as shown on the project plans. Remove the existing fire hydrant to the buried ductile iron mechanical joint and thrust block. Cut and cap existing piping and install new thrust block. Existing fire hydrants shall be salvaged to the City as noted in the Project Plans. Otherwise, fire hydrant shall be removed and disposed of outside the road right of way in accordance with the provisions in Section 7-10 of the City of Turlock Standard Specifications.

PAYMENT

The contract price paid for each fire hydrant removed shall include full compensation for furnishing all labor, material, tools, equipment and incidentals for doing all the work involved in removing the existing fire hydrant as shown on the project plans, including all trenching, backfill and aggregate base material, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.32 REMOVE AND REPLACE EXISTING FENCE:

The existing chain link fence shall be removed and replaced in accordance with the City of Turlock Standard Specifications, Drawings, Errata 1 and these Special Provisions. After removing the existing fence as shown on the Drawings, replace with new fence material of the same design and quality as the existing fence. Contractor shall coordinate with the affected private property for the scheduling of fence replacement work.

The contract price paid per linear foot to remove and replace an existing fence shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing and replacing the existing fence, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.33 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

FLATWORK

Quantities of Minor Concrete (Flatwork) to be paid for by the square foot include earthwork, forming, pouring and finishing minor concrete and will be calculated on the basis of the actual area measured in the field. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of fifty (50) square feet of flatwork per fire hydrant run or water meter.

PAYMENT

The contract price paid per square foot for Minor Concrete (Flatwork) 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 flatwork, including within pedestrian access ramps, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

CURB AND GUTTER

Quantities of Minor Concrete (Curb and Gutter) to be paid for by the lineal foot include earthwork, forming, pouring and finishing minor concrete and will be calculated on the basis of the actual length measured in the field. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of ten (10) lineal feet of curb and gutter per fire hydrant run or water meter.

PAYMENT

The contract price paid per lineal 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

VERTICAL CURB

Quantities of Minor Concrete (Vertical Curb) to be paid for by the linear foot will be calculated on the basis of the dimensions shown on the plan adjusted by the amount of any change ordered by the Engineer. As the exact location of the proposed fire hydrant and water meter in relation to joints is unknown, the bid form shall include an estimate of ten (10) lineal feet of vertical curb per fire hydrant run or water meter.

PAYMENT

The contract price paid per linear foot for Minor Concrete (Vertical Curb) 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, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.34 GRINDING (COLD PLANE METHOD) ON LEXINGTON AVE:

Existing asphalt concrete pavement on Lexington Avenue 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 the City 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 road 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 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 pavement is ground and placement of hot mix asphalt.

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 the City Engineer. No allowances will be made for grinding outside those dimensions unless otherwise ordered by the City Engineer.

PAYMENT

The contract price paid per square yard for grinding on Lexington Avenue 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.35 PREPARE EXISTING SURFACE:

Contractor shall prepare the existing surface prior to placing hot mix asphalt. Preparing 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 Current 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 Current Caltrans 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 or RHMA-G and no additional compensation will be allowed therefor.

10.36 HOT MIX ASPHALT ON LEXINGTON AVENUE:

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

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

Section 39-1.12C "Profilograph" of the Current 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."

PAYMENT

Hot mix asphalt will be subject to Payment Adjustments for Price Index Fluctuations per the Current Caltrans Standard Specifications.

The contract price paid per ton for Hot Mix Asphalt on Lexington Avenue shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing, compacting, and quality-control of hot mix asphalt complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer. Contractor shall provide daily tags to the City Inspector. No quantities shall be paid without a tag.

10.37 ADJUST FRAMES AND COVERS TO GRADE FOR VALVE BOXES:

Frames and covers of new and existing valve boxes and monuments 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.

PAYMENT

The contract price paid per each for Adjusting Frames and Covers to Grade for Valve Boxes 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.

10.38 REPLACE EXISTING MONUMENT WELL:

Contractor shall replace existing survey monument wells with new survey monument wells as identified on the Project Plans and in accordance with the City Standard Specifications and Drawings and these Special Provisions. Contractor shall be responsible for protecting all survey monuments. Any monuments identified on the plans that are damaged or destroyed by Contractor shall be replaced at the Contractor's cost and deducted from the Contract Price by Change Order. The City Surveyor shall be responsible to set new survey monuments. Contractor shall confirm location of monument well with City Surveyor prior to installation of the monument well.

PAYMENT

The contract price paid per each replacement of an existing monument well shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in replacing the existing monument well, complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.39 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 City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

10.40 THERMOPLASTIC STRIPING AND MARKINGS:

All traffic stripes and pavement markings shall conform to Section 84, "Markings," of the Caltrans Standard Specifications.

Permanent thermoplastic striping and markings in a given area shall be placed seven (7) calendar days after the completion of paving work in that given area.

PAYMENT FOR STRIPING

The contract lump sum price paid for traffic striping shall include full compensation for performing all work required to install traffic striping, in accordance with these Special Provisions and as directed by the City Engineer.

PAYMENT FOR MARKINGS

The contract lump sum price paid for thermoplastic pavement markings shall include full compensation for performing all work required to install pavement markings, in accordance with these Special Provisions and as directed by the City Engineer.

10.41 PAVEMENT MARKERS:

All pavement markers shall conform to Section 84, "Markings," 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 in accordance to the City of Turlock Standard Specifications and Drawing W-3.

Permanent pavement markers in a given area shall be placed seven (7) calendar days after completion of paving work in that given area.

PAYMENT

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with pavement markers shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

10.42 ALLOWANCE FOR IRRIGATION REPAIRS:

An allowance is included on the bidding form, and shall be used to compensate the Contractor for any repair of existing irrigation systems and adjustment of sprinkler heads to water landscaping behind proposed minor concrete sidewalk and ramps as needed. The cost of work for irrigation repairs that Contractor is required to complete shall be determined either by a mutually agreeable lump sum price or per Exhibit B of the Agreement, "Payment by Force Account." If the actual cost of work exceeds any

allowance provided on the bidding form, a change order will be approved to compensate the Contractor for the difference.

10.43 ALLOWANCE FOR TURF RESTORATION:

An allowance is included on the bidding form, and shall be used to compensate the Contractor for any replacement of damaged turf with sod to meet or exceed existing conditions. The cost of work for turf restoration that the Contractor is required to complete shall be determined either by a mutually agreeable lump sum price or per Exhibit B of the Agreement, "Payment by Force Account." If the actual cost of work exceeds any allowance provided on the bidding form, a change order will be approved to compensate the Contractor for the difference.

10.44 ALLOWANCE FOR UNKNOWN UTILITIES:

An allowance is included on the bidding form, and shall be used to compensate the Contractor for any encounter with unknown utilities that may impact the proposed pipeline installations. The cost of work for encountering unknown utilities shall be determined either by a mutually agreeable lump sum price or per Exhibit B of the Agreement, "Payment by Force Account." If the actual cost of work is above or below the allowance amount listed on the bidder's form, a change order will be issued.

10.45 ALLOWANCE FOR ROAD SECTION REMEDIATION:

An allowance is included on the bidding form to compensate the Contractor for addressing areas with thin road sections that require additional scarifying, moisture conditioning, compacting, grading, or digout and plug paving work prior to constructing new road surfacing. A pre-paving conference will be held onsite with representatives from City and Contractor during or after contract grinding operations have been completed to discuss needed remediation activities prior to placement of new roadway surfacing. The method of remediation will be as directed by the Engineer. The cost of work shall be determined either by a mutually agreeable lump sum price or per Exhibit B of the Agreement, "Payment by Force Account." If the actual cost of work is above or below the allowance amount listed on the bidder's form, a change order will be issued.

10.46 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.

10.47 BID ALTERNATE A – REMOVE EXISTING WATER LINE:

As an alternative to abandoning the existing water lines (main and services), removal of existing water lines (main and services) shall include the removal of all appurtenances and fittings within the trench excavation width for that size pipe as shown on the Project Plans, except that an existing thrust block need not be removed unless its presence will interfere with the proposed work. Existing items requiring removal and disposal shall become the property of the Contractor and be removed and disposed of outside the road right of way in accordance with the provisions in Section 7-10 of the City of Turlock Standard Specifications. Removal of an existing water service connection shall include the removal of the service pipe from the main to the property line. Trench repair shall conform to Section 14 “Trenching and Backfilling” of the City of Turlock Standard Specifications and Drawings, Errata 1, the Plans and these Special Provisions.

PAYMENT

The contract price paid per linear foot for removing existing water lines shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the existing water lines (main and services), including all trenching, backfill, aggregate base, and hot mix asphalt material per City Standard Drawings T-1 and T-2 (trench repair steps 1 and 2), complete in place, as shown on the Plans, specified in the City of Turlock Standard Specifications, Drawings, Errata 1, these Special Provisions, and as directed by the City Engineer.

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>

If construction activities affect access to public parking, residential property, or commercial property, contractor shall post signs at 100-foot intervals on the affected streets at least 48 hours prior to starting construction. Signs must display No Parking – Tow Away. Signs must state the dates and hours parking or access will be restricted. Notify residents, businesses, and local agencies at least 24 hours before starting activities. The notice must:

1. Describe the work to be performed
2. Detail streets and limits of activities
3. Indicate dates and work hours
4. Be authorized

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.