



DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380

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engineering@turlock.ca.us

Date: 04/6/2018

City Project No.: 17-30

Addendum No.: 2

Plan holders:

Please note the bid open date has been changed to April 24, 2018 at 11:00 AM.

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

PROJECT PLANS:

PLAN AND PROFILE SHEETS 55-64

Please remove and replace the pages listed above with the attached sheets.

PROJECT SPECIFICATIONS:

BIDDERS FORM

Please remove and replace the original bidder's form with the attached bidder's form.

PUBLIC IMPROVEMENT AGREEMENT

Please remove and replace the original Public Improvement Agreement with the attached agreement.

10.05 CALTRANS ENCROACHMENT PERMIT

Contractor shall be responsible for submitting all required information to obtain a Caltrans Encroachment Permit.

Contractor shall bid a price of \$10,000 for the Caltrans Encroachment Permit. The City will pay for the exact cost of the permit using this bid item. A change order will be issued if the price is above or below the \$10,000 bid price.

10.22 SANITARY SEWER PIPE

The following information should be used to determine bypass pumping of the existing sewer lines.

- Existing 6" sewer lines flow at 50%.
- Existing 8" sewer lines flow at 50%.
- Existing 18" sewer line flows at 50%.

10.52 WROUGHT IRON FENCE

The fence is not subject to Buy America requirements.

Fence including finial and bell cap shall be powder coated black.

10.59 STREET NAME SIGN

Contractor shall remove existing street name sign and post and install new street name signs and post per City Standards. The following street name signs shall be replaced:

1. W. Main St. 200 and Locust St. 100
2. W. Main St. 300 and N. Laurel Ave. 100
3. W. Main St. 400 and S. Orange St. 100
4. W. Main St. 400 and N. Orange St. 100
5. W. Main St. 500 and S. Beech St. 100
6. W. Main St. 500 and N. Beech St. 100
7. W. Main St. 600 and Grant Ave. 100
8. W. Main St. 600 and Grant Ave. 100
9. W. Main St. 700 and Farr St. 100
10. W. Main St. 700 and Farr ST. 100
11. W. Main St. 900 and Clifford Ave. 100
12. W. Main St. 900 and Radio St. 100
13. W. Main St. 1000 and Alaska St. 100
14. W. Main St. 1000 and Davis Ave. 100

If you have any questions, please call me at (209) 668-6021 or email at RJones@turlock.ca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall E. Jones". The signature is fluid and cursive, with the first name "Randall" and the last name "Jones" being the most prominent parts.

Randall Jones
Assistant Engineer

BIDDER'S FORM

PROJECT TITLE: West Main Corridor Rehabilitation

PROJECT NUMBER: 17-30 Measure L

OPENING DATE: Tuesday, April 24, 2018

OPENING TIME: 11:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Construction Project Sign	EA	4		
3	Construction Area Signs	LS	1		
4	SWPPP	LS	1		
5	Caltrans Encroachment Permit	LS	1	\$10,000.00	\$10,000.00
6	Temporary Traffic Control	LS	1		
7	Remove Existing Improvements	LS	1		
8	Remove Existing Trees	LS	1		
9	Earthwork and Grading	LS	1		
10	Minor Concrete (Curb and Gutter - C-1)	LF	6,262		
11	Minor Concrete (Sidewalk and Flatwork)	SF	22,098		
12	Minor Concrete (Residential Driveway Approach - C-5)	SF	5,682		
13	Minor Concrete (Commercial Driveway Approach - C-9)	SF	2		
14	Minor Concrete (6" Vertical Curb/Median Curb)	LF	6,556		
15	Minor Concrete (Pedestrian Refuge Island)	LS	1		
16	Minor Concrete (Median Refuge Island)	LS	1		
17	Curb Ramps (Labor)	EA	69		
18	Wrought Iron Fence (4')	LF	456		
19	Pothole Existing Utilites	LS	1		
20	Shoring and Sheeting	LS	1		
21	Sanitary Sewer Manhole (48")	EA	29		
22	Sanitary Sewer Lateral (4") and Cleanout	EA	47		
23	Sanitary Sewer Pipe (8" PVC)	LF	3,331		
24	Sanitary Sewer Pipe (21" PVC)	LF	1,524		
25	Storm Drain Catch Basin	EA	38		
26	Storm Drain Manhole (48")	EA	29		
27	Storm Drain Pipe (12" PVC)	LF	97		
28	Storm Drain Pipe (15" PVC)	LF	170		
29	Storm Drain Pipe (18" PVC)	LF	3,193		
30	Storm Drain Pipe (24" PVC)	LF	924		
31	Water Main Connection (Fire Hydrant and New Water Service)	EA	40		
32	Water Service (Relocated)	EA	18		
33	Water Service with Box (New)	EA	26		
34	Water Main (Orange)	LS	1		
35	Water Main (Beech)	LS	1		
36	Water Main (Grant)	LS	1		
37	Water Main (Farr Street)	LS	1		
38	Fire Hydrant Assembly Installation	EA	16		
39	Install Standard Electrolier (E-2)	EA	2		
40	Relocate Electrolier (Ornamental)	EA	17		
41	Relocate Electrolier (Standard)	EA	3		

42	Pedestrian Activated Systems	LS	1		
43	Pavement Grind (Cold Plane Method)	SY	37,134		
44	Aggregate Base	CY	2,954		
45	HMA	TN	3,894		
46	RHMA-G	TN	7,363		
47	Temporary Pavement Striping and Markings	LS	1		
48	Adjust Frames and Covers to Grade (G5)	EA	158		
49	Adjust Frames and Covers to Grade (Manhole)	EA	88		
50	Adjust Frames and Covers to Grade (Vault)	EA	1		
51	Monumenet Well	EA	12		
52	Pamrex Manhole Lid	EA	4		
53	Thermoplastic Pavement Striping (Crosswalk White)	SF	8,196		
54	Thermoplastic Pavement Striping (Crosswalk Yellow)	SF	4,395		
55	Thermoplastic Pavement Striping (8" Yellow)	LF	1,002		
56	Thermoplastic Pavement Striping (Stop Bar 12" White)	LF	730		
57	Thermoplastic Pavement Markings	SF	1,634		
58	Pavement Markers (Type BB)	EA	41		
59	Thermoplastic Striping - Detail 10	LF	7,701		
60	Thermoplastic Striping - Detail 23	LF	4,447		
61	Thermoplastic Striping - Detail 24	LF	142		
62	Thermoplastic Striping - Detail 26	LF	5,353		
63	Thermoplastic Striping - Detail 27B	LF	289		
64	Thermoplastic Striping - Detail 33	LF	819		
65	Thermoplastic Striping - Detail 37B	LF	753		
66	Thermoplastic Striping - Detail 38	LF	2,369		
67	Thermoplastic Striping - Detail 38A	LF	100		
68	Thermoplastic Striping - Detail 39	LF	561		
69	Thermoplastic Striping - Detail 40A	LF	103		
70	Thermoplastic Striping - Detail 41A	LF	223		
71	Delineators	LF	520		
72	Paint Red Curb	LF	697		
73	Install Roadside Sign (D9-2 and M6-1) and Post	EA	1		
74	Install Roadside Sign (R1-1)	EA	7		
75	Install Roadside Sign (R1-1 and W4-4P) and Post	EA	4		
76	Install Roadside Sign (R1-2) and Post	EA	1		
77	Install Roadside Sign (R1-5 (CA))	EA	2		
78	Install Roadside Sign (R1-5 (CA)) and Post	EA	14		
79	Install Roadside Sign (R2-1 '30' AND R5-2) and Post	EA	1		

80	Install Roadside Sign (R2-1 '35')	EA	2		
81	Install Roadside Sign (R3-1)	EA	1		
82	Install Roadside Sign (R3-7 (CA)) and Post	EA	2		
83	Install Roadside Sign (R4-7C and K-1 (CA)) and Post	EA	6		
84	Install Roadside Sign (R4-7C, K-1 (CA) and R3-4) and Post	EA	2		
85	Install Roadside Sign (R5-2)	EA	1		
86	Install Roadside Sign (R5-2) and Post	EA	1		
87	Install Roadside Sign (R6-1) and Post	EA	7		
88	Install Roadside Sign (R9-3 with R9-3BP) and Post	EA	1		
89	Install Roadside Sign (R14-1 and M6-1) and Post	EA	1		
90	Install Roadside Sign (R26 (CA))	EA	9		
91	Install Roadside Sign (R26 (CA)) and Post	EA	7		
92	Install Roadside Sign (R81 (CA)) and Post	EA	1		
93	Install Roadside Sign (W8-6) and Post	EA	4		
94	Install Roadside Sign (W11-2 with W16-7P) and Post	EA	16		
95	Install Roadside Sign (W11-2 with W16-9P)	EA	1		
96	Install Roadside Sign (W11-2 with W16-9P) and Post	EA	7		
97	Install Roadside Sign (W73A (CA)) and Post	EA	1		
98	Install Roadside Sign (W74 (CA)) and Post	EA	2		
99	Install Roadside Sign (SW24-3 (CA)) and Post	EA	2		
100	Install Roadside Sign (SW24-3 (CA))	EA	2		
101	Remove and Replace Street Name Sign and Post	EA	14		
102	Landscape (Rubberized Bark)	LS	1		
103	Landscape (Median Grading and Topsoil)	LS	1		
104	Landscape (Weed Barrier Fabric)	LS	1		
105	Traffic Signal Detector System (Walnut Intersection)	LS	1		
106	Traffic Signal Detector System (HW 99 Intersections)	LS	1		
107	Traffic Signal Detector System (Tully Intersection)	LS	1		
108	Traffic Signal Detector System (Soderquist Intersection)	LS	1		
109	Traffic Signal Detector System (West Avenue Intersection)	LS	1		
110	Traffic Signal Detector System (Lander Intersection)	LS	1		
Subtotal =					

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

ADDENDA

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

TOTAL BID WRITTEN IN FIGURES:

\$ _____, _____, _____.

TOTAL BID WRITTEN IN WORDS:

CONTRACTOR:

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 17-30 West Main Corridor Rehabilitation Measure L

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and _____ hereinafter called "Contractor" on this ____ day of _____, 20__ (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described pursuant to Public Contract Code § 20164.

C On _____, 20__, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor as the lowest responsive and responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described as follows:

The work consists, in general, of: rehabilitate the West Main corridor to include HMA overlay, grinding, traffic control, underground wet utility replacement, removal and replacement of vertical curb, sidewalk, driveway, and curb and gutter, complete road reconstruction, tree removal, relocation of electroliers and fire hydrants, installation of traffic loop detectors, conduits, and handwells, pedestrian activated systems, striping and signs, and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the project specifications, drawings and these special provisions.

The improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated by reference herein.

2. **THE CONTRACT:**

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and 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. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named 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.

3. **SCHEDULE:**

All work shall be performed in accordance with the schedule approved by the City Engineer, or designated agent, and under his/her direction.

4. **EQUIPMENT & 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 **City Project No. 17-30, "West Main Corridor Rehabilitation Measure L."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 1, Scope of Work, an amount not to exceed _____ **and XX/100ths Dollars (\$_____.)**. Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work 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 Seventy Five (175)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. RIGHTS OF CITY TO INCREASE WORKING DAYS:

If such work is not completed within such time, 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 the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the 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; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, to the City Engineer. It is understood that the City Engineer shall not consider any such requests if not filed within the time set forth above in this section.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Contract, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. DELAY DAMAGES:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to and no/100ths Dollars **(\$.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

In the event of any termination as hereinbefore provided, City shall provide timely written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Contract and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages 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, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

Should any dispute arise respecting the true value of any work done, 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 this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. Contractor and City agree to comply with the claims resolution procedures set forth in Public Contract Code § 9204 when applicable.

Any submission of a claim by Contractor must comply with the requirements of Public Contract Code §9204. Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subdivision. The 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 60 days after the City issues its written statement. If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the 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 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

12. PERMITS, COMPLIANCE WITH LAW:

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 the Special Provisions Section 1.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Turlock shall provide notice to the DIR of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, jobsite location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

Prevailing wage rates are required to be posted at the jobsite by the Contractor.

13. SUPERINTENDENCE BY CONTRACTOR:

Contractor shall give personal superintendence to the work on said improvement 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 him.

14. INSPECTION BY CITY:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City

to all parts of the work and to the shops wherein the work is in preparation.

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

The City, at any time, by written order, may make changes within the general scope of the work under the Contract or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any change involving an increase or decrease in the Contract price or the Contract time without prior written authorization from the City. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any change to the work subject to the City's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement if necessary, and diligent completion of any change subject to the City's written authorization by virtue of the absence or inability of the Contractor and the City to agree upon the extent of any adjustment to the Contract time or the Contract price on account of such change. The issuance of a Change Order pursuant to this Section in connection with any change authorized by the City under this Section shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by the City hereunder. The City's right to make changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. CHANGE OF CONTRACT PRICE:

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 City's sole discretion 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; or
- (b) If the work performed is not included on the engineers 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 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, 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, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

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

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

The 5 percent 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:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

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

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the 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
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 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

Equipment Rental

Equipment rental payment is full compensation for:

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

If the 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 the 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, obtain authorization for the equipment rental's original location.

The 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 the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the 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 Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer

establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

- 2.1. Rented from equipment business the Contractor does not own.
- 2.2. The 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 | |

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

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

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

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

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 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown 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

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

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines 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, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

The contract time 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 time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. 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 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or
 - c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. INSPECTION AND TESTING OF MATERIALS:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this 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 job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. PERMITS AND CARE OF THE WORK:

Contractor has examined the site of the work 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 this agreement. 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.

20. OTHER CONTRACTS:

City may award other contracts for additional work, 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.

21. PAYMENTS TO CONTRACTOR:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Monthly progress payments in the amount of 95 percent of the value of the work will be made to the Contractor based on this estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent will be retained by the City as partial security for the fulfillment of the contract except that at any time after fifty (50) percent of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the projects critical path of work are on schedule, the City may discontinue any further retention. Such discontinuance will only be made upon the written request of the Contractor. The City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of five (5) percent as specified above. Payment will be made as soon as possible after the preparation of the estimate.

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 30 working days or less.

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 §8128 et seq. from each Subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code §3262(d)(2).

Pursuant to Division 2, Part 5, Section 22300, et seq., of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. CONTRACT SECURITY:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety 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 this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. INDEMNIFICATION:

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 from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Contractor (and its Subcontractors) and the City in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

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 all of its elective and appointive boards, officers, officials, agents, employees or volunteers 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 this Agreement 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.

24. CONTRACTOR'S INSURANCE:

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 this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by 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 contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

- (a) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and non-contributory, 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.
- (b) Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- (c) Auto Insurance: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- (d) Builder's Risk Insurance: Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy

of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

- (e) 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 one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement 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.
- (f) Professional Liability Insurance: When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (g) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (h) Other Insurance Provisions: The commercial general liability 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 this 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 this Agreement, 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.

- (i) 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 the City has provided prior approval.
- (j) 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 clause. 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.
- (k) 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 effect this waiver of subrogation.
- (l) 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.
- (m) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. WAGES & HOURS OF EMPLOYMENT:

In the performance of this 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 the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him

or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. 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 the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, 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 City Engineer in writing thereof, and give specific reasons therefore; 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 other provisions of this agreement.

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

- (b) 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 the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement 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 agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

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

28. PROVISIONS CUMULATIVE:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. TAXES:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the 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 purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. NOTICES:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

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

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

32. INTERPRETATION:

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

33. ANTITRUST CLAIMS:

The Contractor or subcontractor offers and agrees to assign to the 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.

34. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees 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 the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 29 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: _____

Gary Soiseth, Mayor

or

Print Name

Robert A. Talloni, Interim City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

Eric A. Picciano, P.E., Interim Director of
Development Services / City Engineer

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

DIR Registration Number:

By: _____

Jose M. Sanchez, Interim City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Jennifer Land, City Clerk

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 2.1 of the Contract, the Contractor certifies as follows:

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the “Principal,” a contract for **Project No. 17-30, “West Main Corridor Rehabilitation Measure L”**; 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 reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No. 17-30, “West Main Corridor Rehabilitation Measure L”**; 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.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 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

ESCROW FOR SECURITY DEPOSIT

IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the **City of Turlock**, whose address is 156 S. Broadway, Turlock, CA, 95380, hereinafter called "City", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Project No. 17-30, "West Main Corridor Rehabilitation Measure L"** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2. [] The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

OR

3. [] The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of Turlock, ATTN: Finance Department, 835 East 14th Street, Turlock, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

Title

Name

On behalf of Contractor:

Title

Name

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

City:

Contractor:

Title

Title

Name

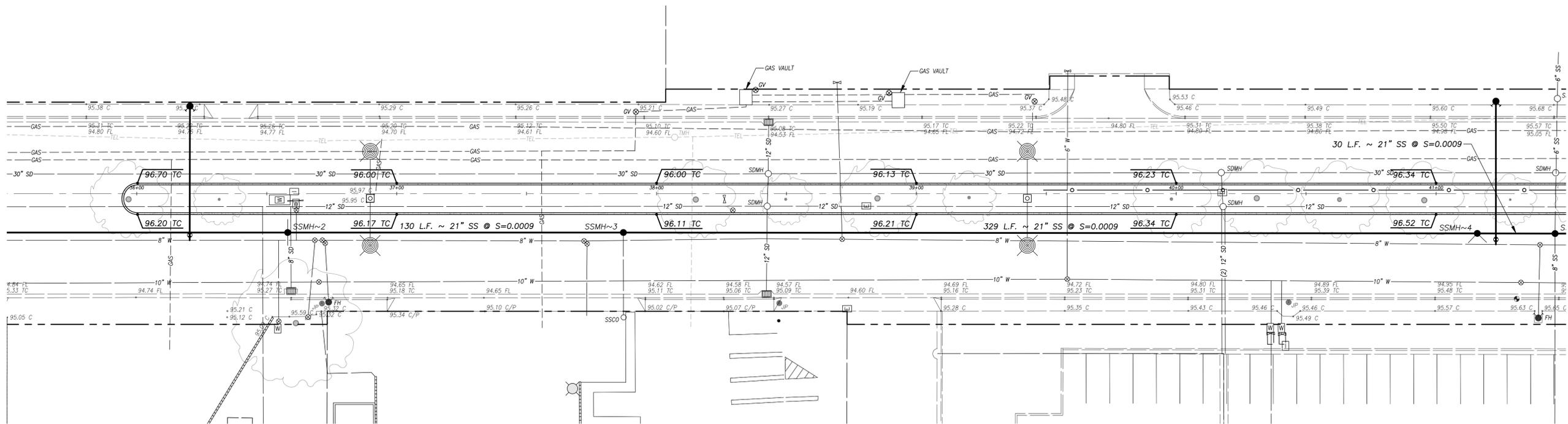
Name

Signature

Signature

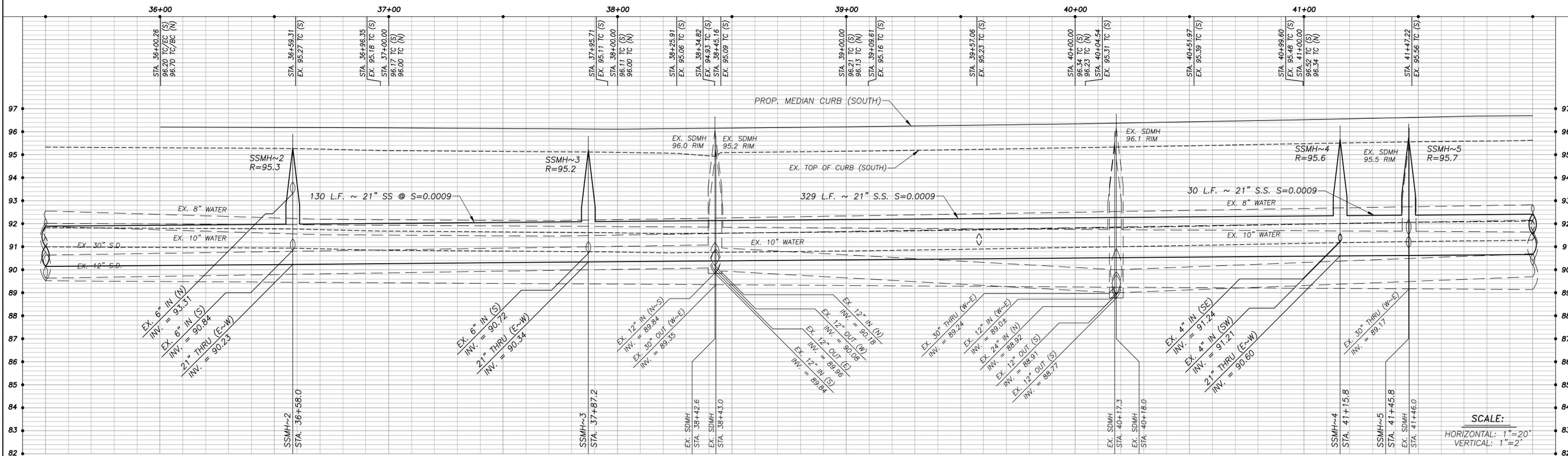
Address

Address



STA. 32+50 TO STA. 38+00
W. MAIN STREET
 SCALE: 1" = 20'

STREET NAME



SCALE:
 HORIZONTAL: 1"=20'
 VERTICAL: 1"=2'



NOTE:
 ALL REFERENCES AND WRITTEN DIMENSIONS SHALL SUPERCEDE ALL SCALED DISTANCES AND SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

Eric A. Picciano
 ERIC A. PICCIANO, P.E.
 INTERIM DEVELOPMENT SERVICES
 DIRECTOR/CITY ENGINEER
 3-19-18
 PLANS APPROVAL DATE



Nathan B. Bray
 NATHAN B. BRAY, P.E.
 PRINCIPAL CIVIL ENGINEER
 DATE: 3/19/18



CITY OF TURLOCK
 DEVELOPMENT SERVICES
 ENGINEERING DIVISION
 156 S. BROADWAY, STE 150
 (209) 668-5520

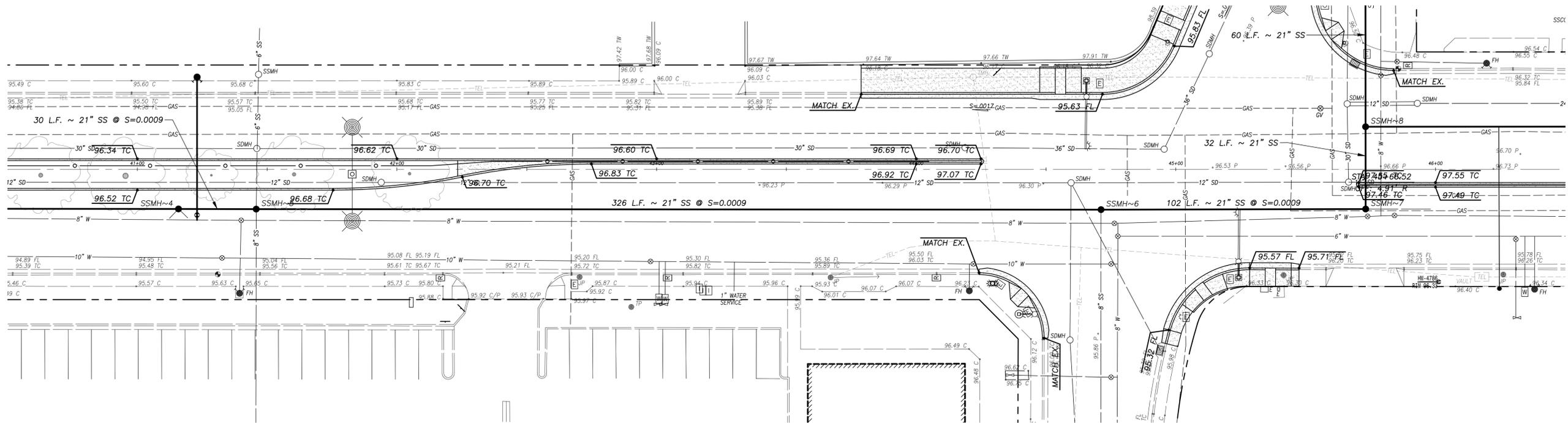
W. MAIN STREET PLAN & PROFILE
 STA. 32+50 TO STA. 38+00
 CAPITAL PROJECT NO. 17-30
W. MAIN STREET CORRIDOR REHABILITATION
 BETWEEN KILROY ROAD AND LANDER AVENUE

VERIFY SCALE
 BAR IS 1" ON ORIGINAL DRAWING
 1/4" 3/4" 1"
 0 1/2"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: JSH
 REV. BY: --
 CH. BY: REJ
 DATE: MAR. 20, 2017
 SCALE: AS SHOWN
 17-30 BASE.dwg

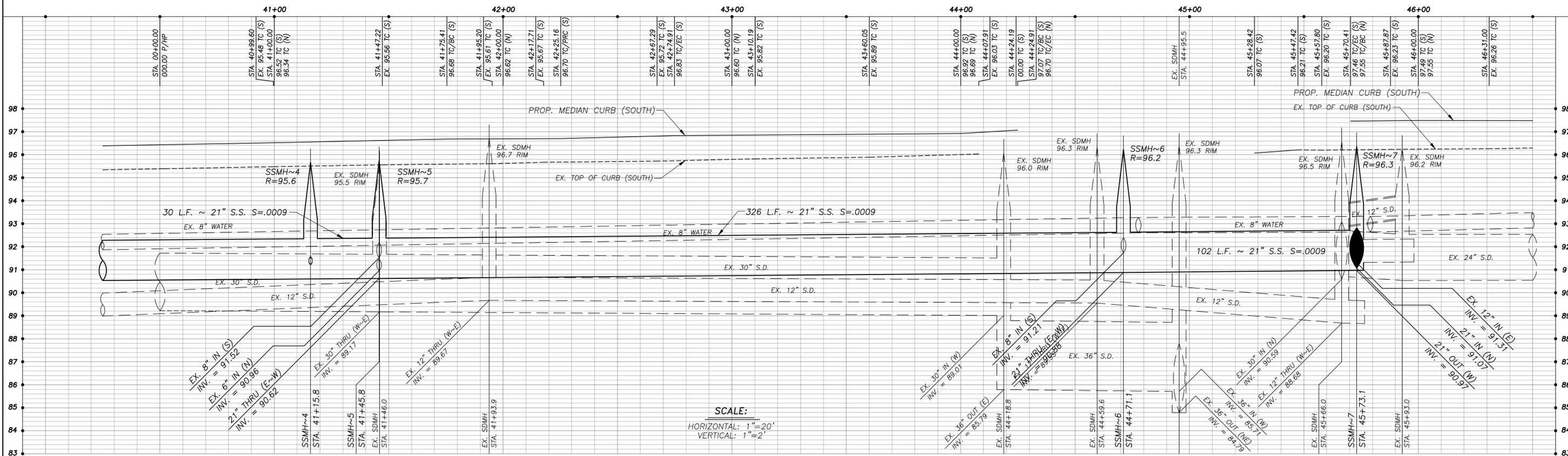
SHEET
56
 OF

STREET NAME



STA. 38+00 TO STA. 43+50
W. MAIN STREET
 SCALE: 1" = 20'

STREET NAME



SCALE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'



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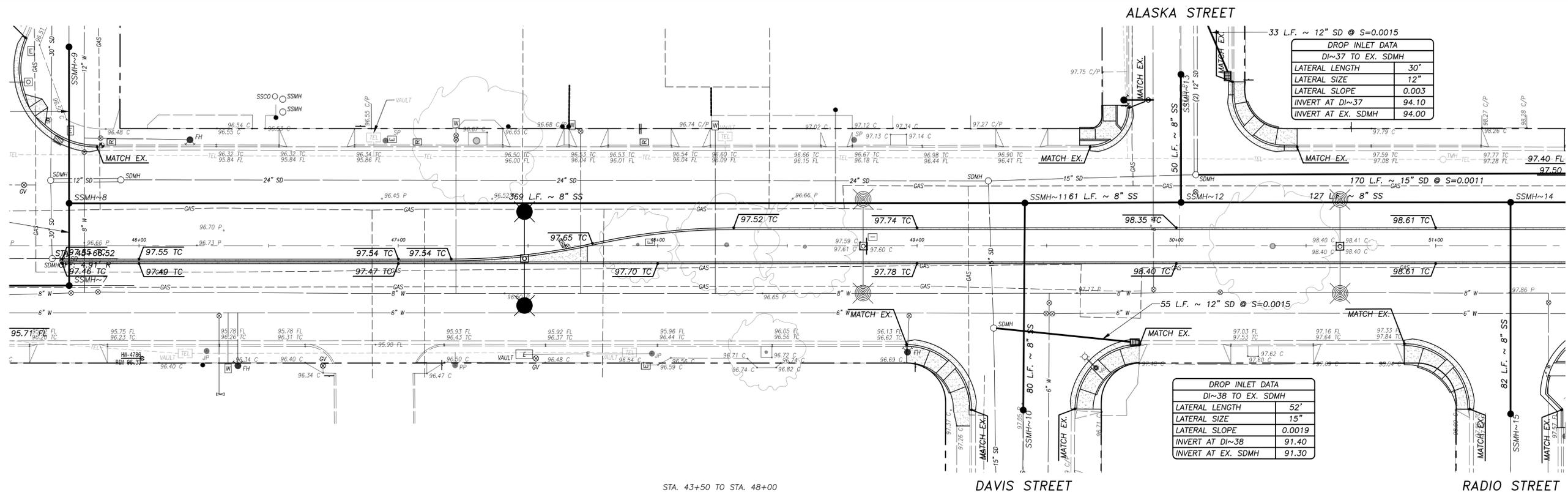
CITY OF TURLOCK
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W. MAIN STREET PLAN & PROFILE
 STA. 38+00 TO STA. 43+50
 CAPITAL PROJECT NO. 17-30
W. MAIN STREET CORRIDOR REHABILITATION
 BETWEEN KILROY ROAD AND LANDER AVENUE

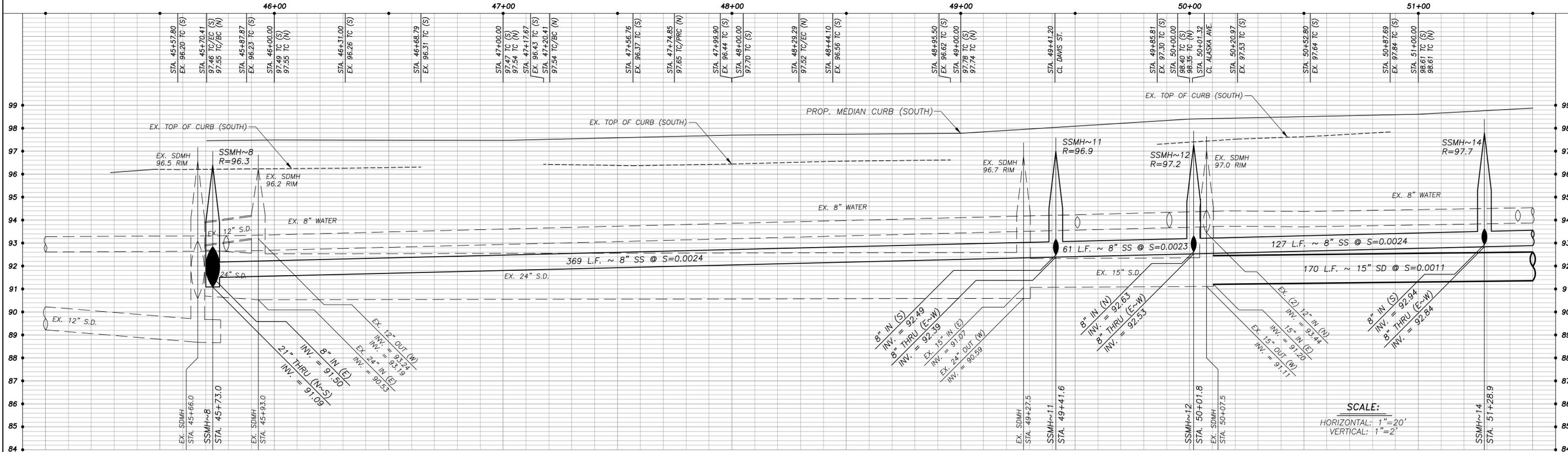
VERIFY SCALE
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 0 1/2"
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 REV. BY: --
 CH. BY: REJ
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 SCALE: AS SHOWN
 17-30 BASE.dwg

SHEET
57
 OF



STA. 43+50 TO STA. 48+00
W. MAIN STREET
 SCALE: 1" = 20'



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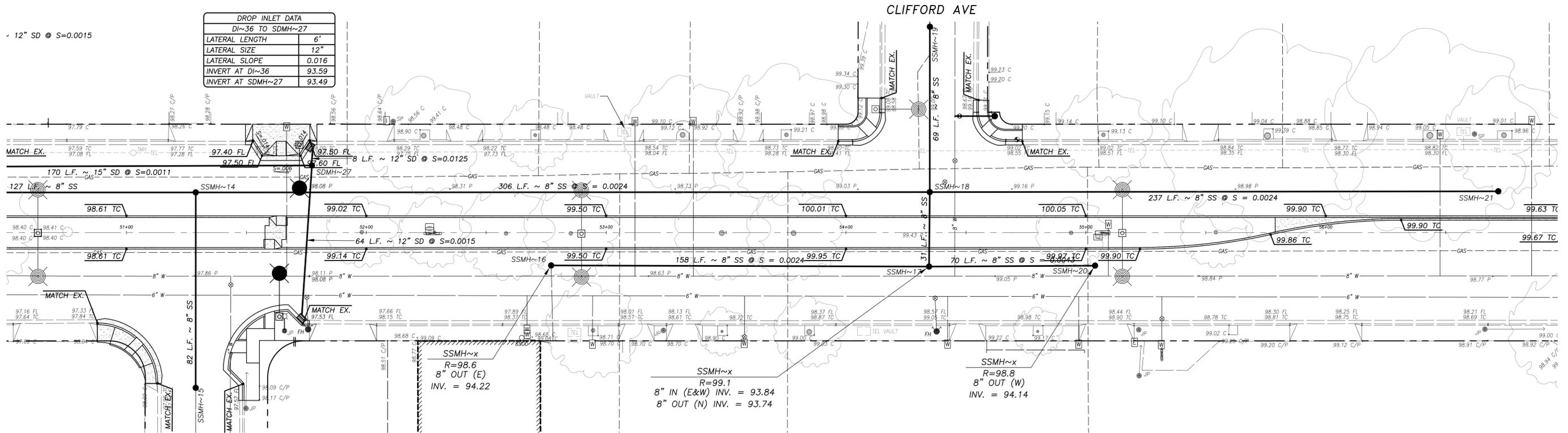
W. MAIN STREET PLAN & PROFILE
 STA. 46+00 TO STA. 51+00
 CAPITAL PROJECT NO. 17-30
W. MAIN STREET CORRIDOR REHABILITATION
 BETWEEN KILROY ROAD AND LANDER AVENUE

VERIFY SCALE
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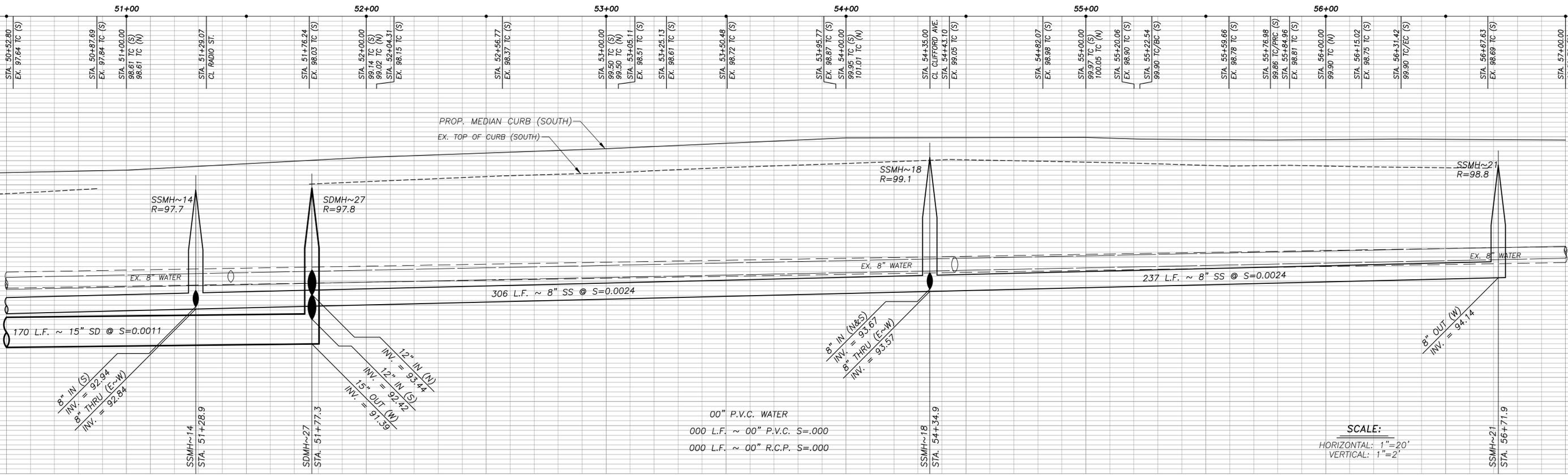
12" SD @ S=0.0015

DROP INLET DATA	
DI~36 TO SDMH~27	
LATERAL LENGTH	6'
LATERAL SIZE	12"
LATERAL SLOPE	0.016
INVERT AT DI~36	93.59
INVERT AT SDMH~27	93.49



DROP INLET DATA	
DI~35 TO SDMH~27	
LATERAL LENGTH	61'
LATERAL SIZE	12"
LATERAL SLOPE	0.0016
INVERT AT DI~35	92.52
INVERT AT SDMH~27	92.42

STA. 48+00 TO STA. 53+50
W. MAIN STREET
 SCALE: 1" = 20'



SCALE:
 HORIZONTAL: 1"=20'
 VERTICAL: 1"=2'



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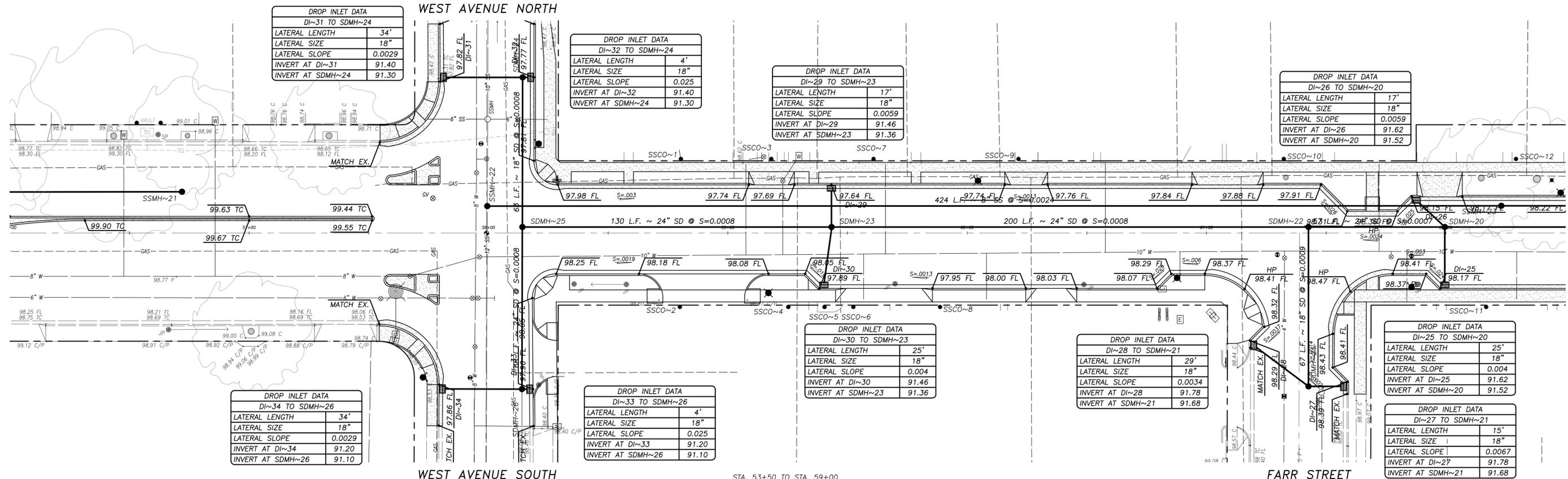
CITY OF TURLOCK
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W. MAIN STREET PLAN & PROFILE
 STA. 48+00 TO STA. 53+50
 CAPITAL PROJECT NO. 17-30
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 BETWEEN KILROY ROAD AND LANDER AVENUE

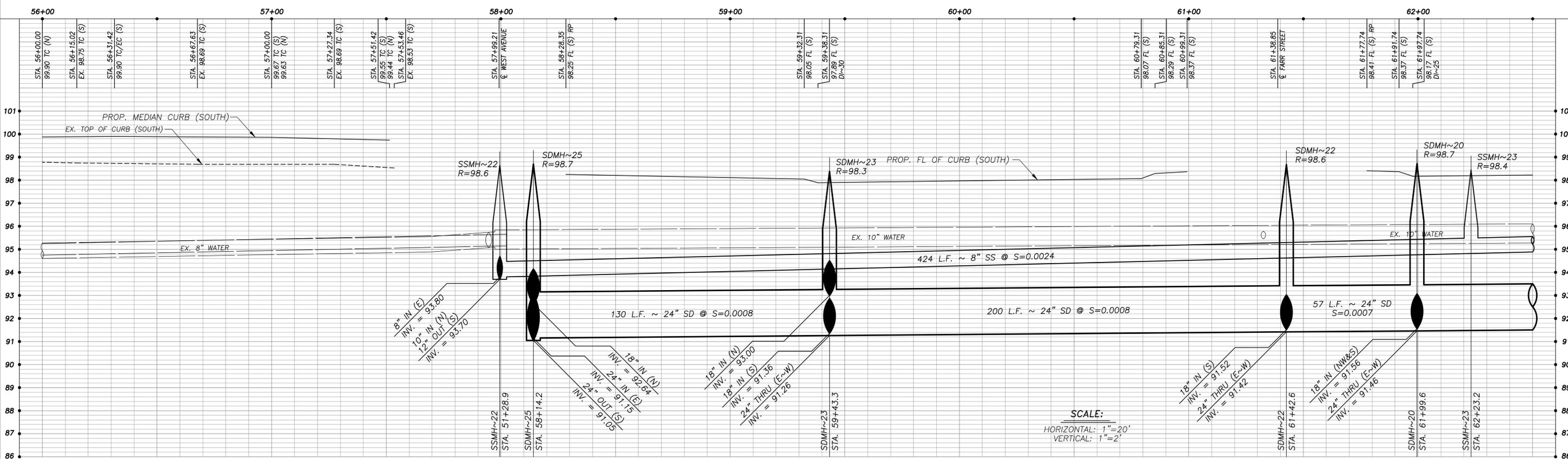
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SHEET
59
 OF



STA. 53+50 TO STA. 59+00
W. MAIN STREET
SCALE: 1" = 20'



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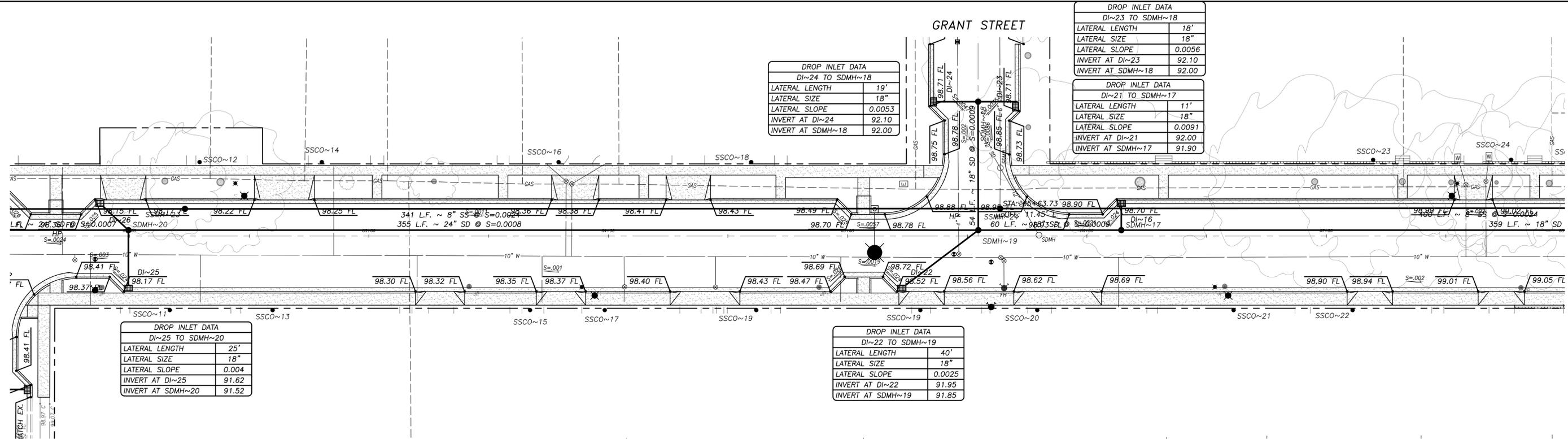
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W. MAIN STREET PLAN & PROFILE
STA. 53+50 TO STA. 59+00
CAPITAL PROJECT NO. 17-30
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BETWEEN KILROY ROAD AND LANDER AVENUE

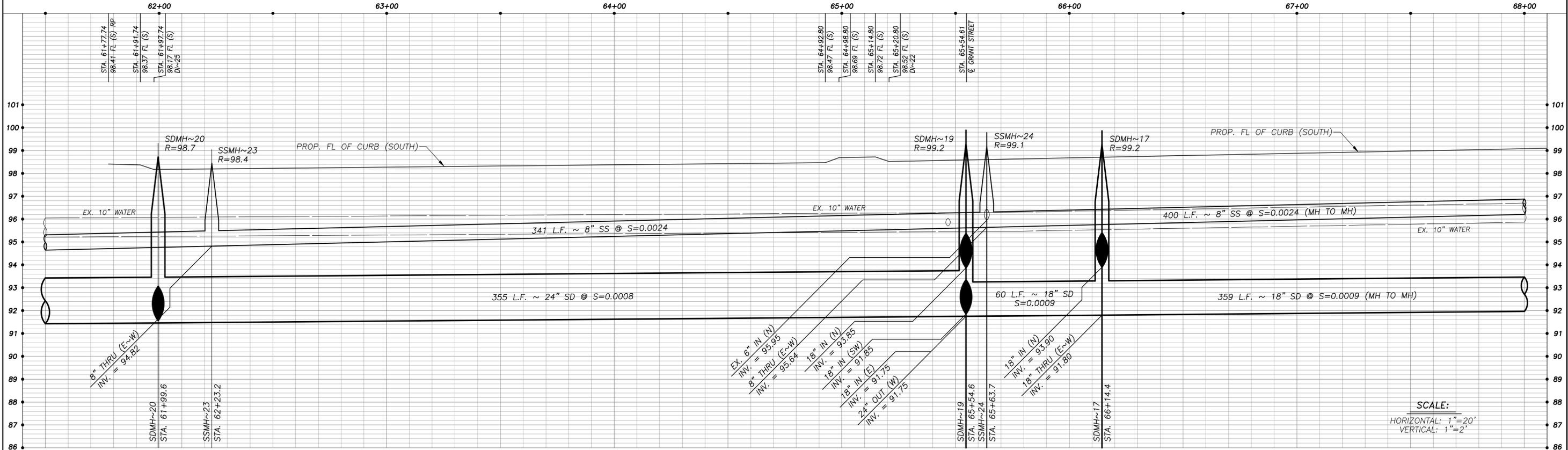
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SHEET
60
OF



STA. 59+00 TO STA. 64+00
W. MAIN STREET
SCALE: 1" = 20'



SCALE:
HORIZONTAL: 1"=20'
VERTICAL: 1"=2'



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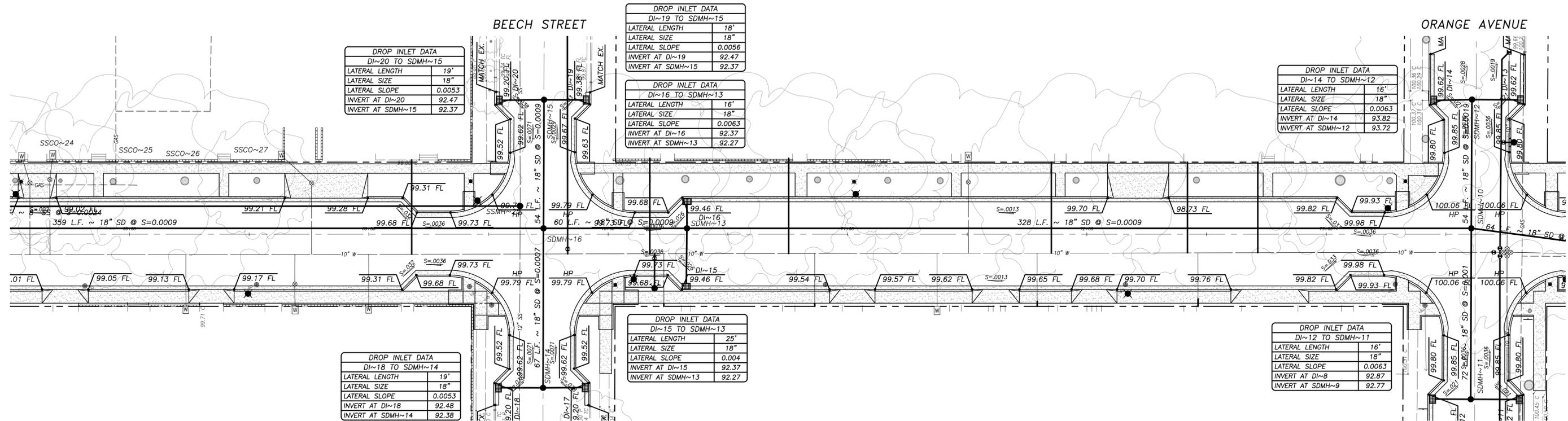
CITY OF TURLOCK
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W. MAIN STREET PLAN & PROFILE
STA. 59+00 TO STA. 64+00
CAPITAL PROJECT NO. 17-30
W. MAIN STREET CORRIDOR REHABILITATION
BETWEEN KILROY ROAD AND LANDER AVENUE

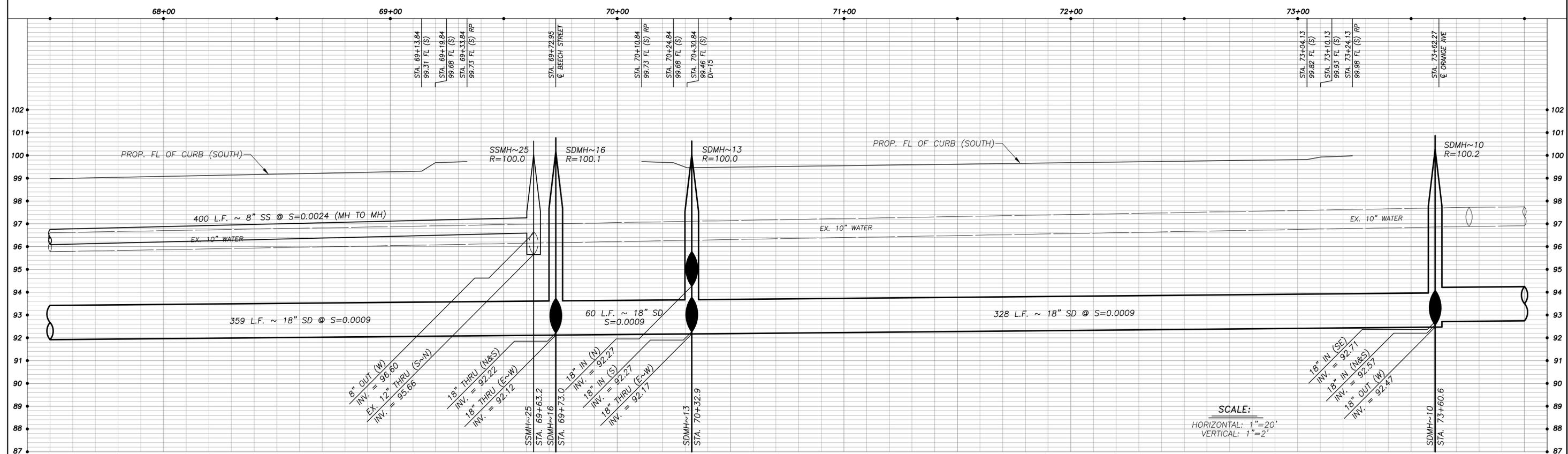
VERIFY SCALE
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17-30 BASE.dwg

SHEET
61
OF



STA. 64+00 TO STA. 69+00
W. MAIN STREET
 SCALE: 1" = 20'



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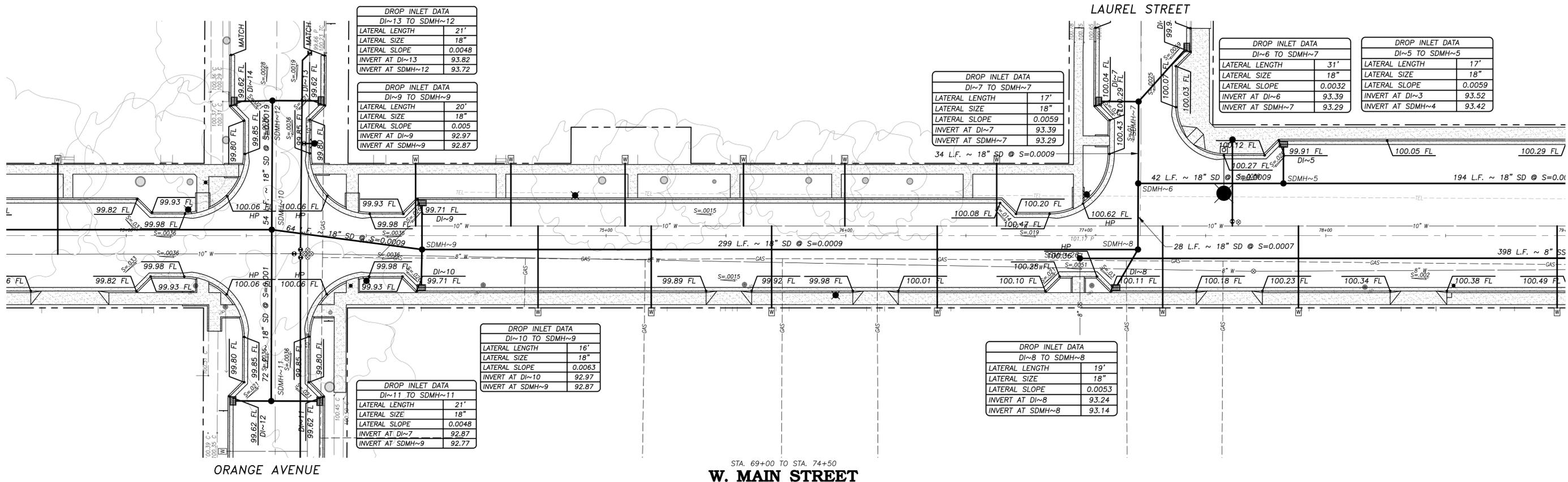
CITY OF TURLOCK
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 156 S. BROADWAY, STE 150
 (209) 668-5520

W. MAIN STREET PLAN & PROFILE
 STA. 64+00 TO STA. 69+00
 CAPITAL PROJECT NO. 17-30
 W. MAIN STREET CORRIDOR REHABILITATION
 BETWEEN KILROY ROAD AND LANDER AVENUE

VERIFY SCALE
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 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

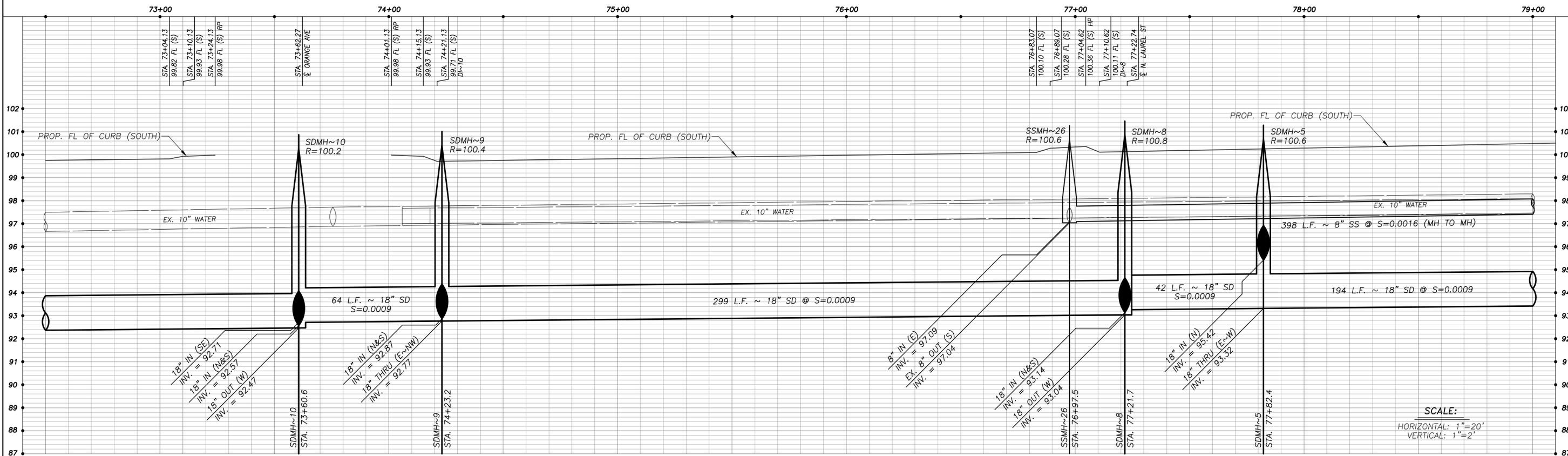
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 REV. BY: --
 CH. BY: REJ
 DATE: MAR. 20, 2017
 SCALE: AS SHOWN
 17-30 BASE.dwg

SHEET
62
 OF



STA. 69+00 TO STA. 74+50
W. MAIN STREET

SCALE: 1" = 20'



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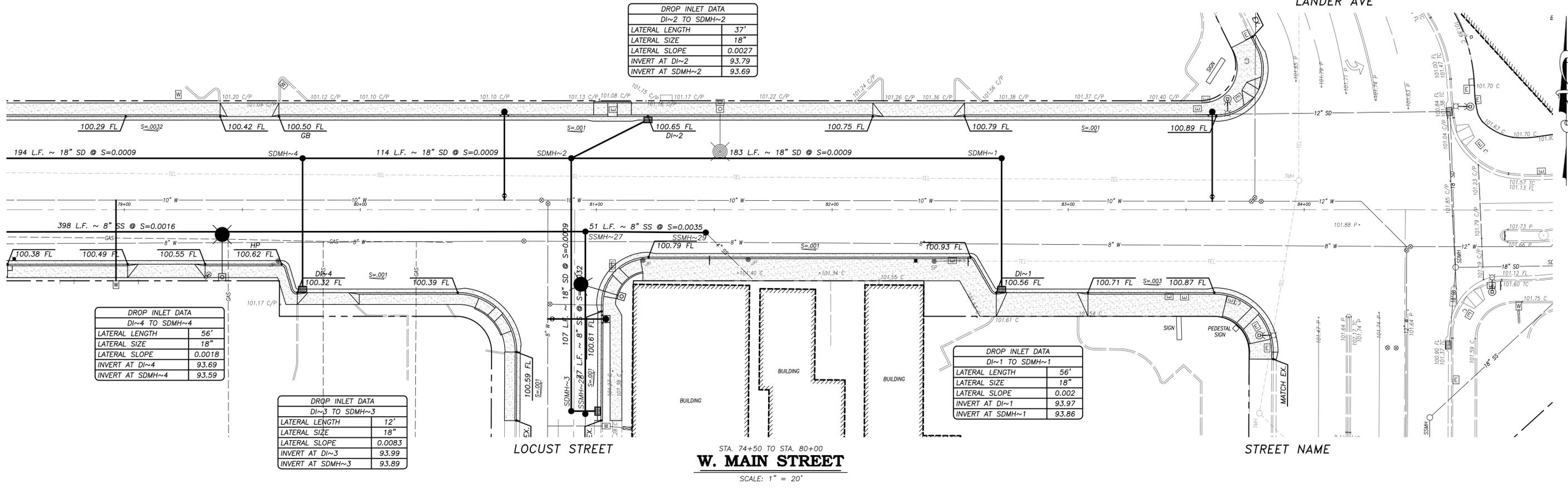
CITY OF TURLOCK
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W. MAIN STREET PLAN & PROFILE
 STA. 69+00 TO STA. 74+50
 CAPITAL PROJECT NO. 17-30
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 BETWEEN KILROY ROAD AND LANDER AVENUE

VERIFY SCALE
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 1/4" 3/4" 1"
 0 1/2"

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 17-30 BASE.dwg

SHEET
63
 OF



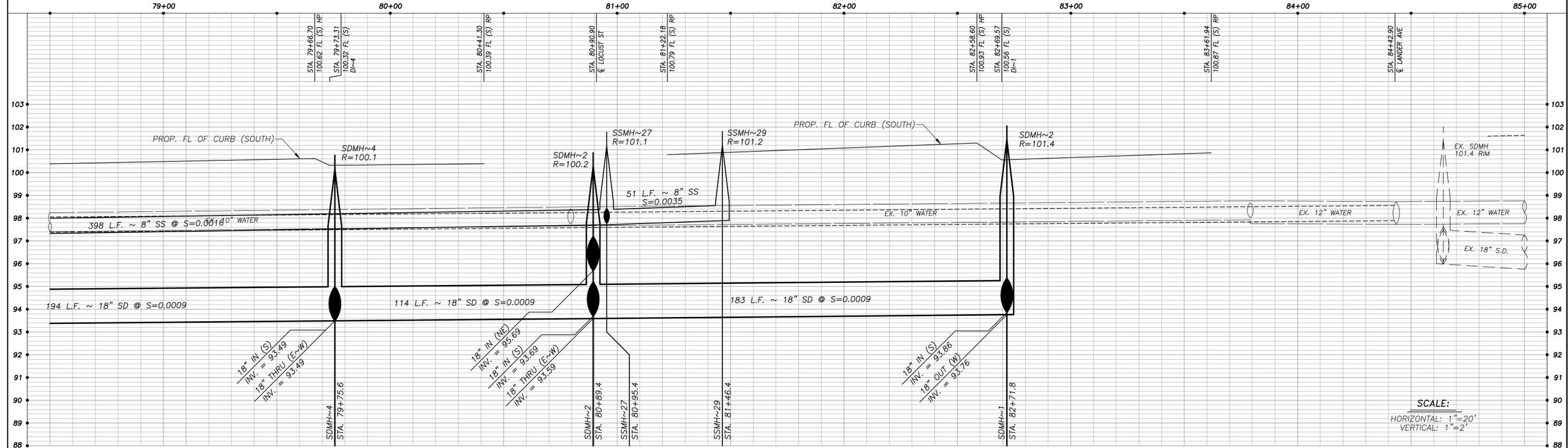
DROP INLET DATA	
DI~2 TO SDMH~2	
LATERAL LENGTH	37'
LATERAL SIZE	18"
LATERAL SLOPE	0.0027
INVERT AT DI~2	93.79
INVERT AT SDMH~2	93.69

DROP INLET DATA	
DI~4 TO SDMH~4	
LATERAL LENGTH	56'
LATERAL SIZE	18"
LATERAL SLOPE	0.0018
INVERT AT DI~4	93.69
INVERT AT SDMH~4	93.59

DROP INLET DATA	
DI~3 TO SDMH~3	
LATERAL LENGTH	12'
LATERAL SIZE	18"
LATERAL SLOPE	0.0083
INVERT AT DI~3	93.99
INVERT AT SDMH~3	93.89

DROP INLET DATA	
DI~1 TO SDMH~1	
LATERAL LENGTH	56'
LATERAL SIZE	18"
LATERAL SLOPE	0.002
INVERT AT DI~1	93.97
INVERT AT SDMH~1	93.86

W. MAIN STREET
SCALE: 1" = 20'



SCALE:
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VERTICAL: 1"=2'



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STA. 74+50 TO STA. 80+00
CAPITAL PROJECT NO. 17-30
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64
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