



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

FOR CONSTRUCTION ON
Project No: 17-30
West Main Corridor Rehabilitation
Measure L

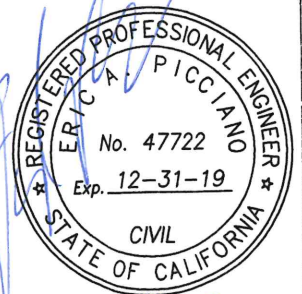
IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

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

Eric Picciano, PE
Interim Development Services Director/City Engineer

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Tuesday, April 10, 2018
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380



3-19-18

TABLE OF CONTENTS

NOTICE TO CONTRACTORS	1
PROPOSAL	4
BIDDING FORM	6
INFORMATION REQUIRED OF BIDDER	12
BIDDER'S BOND	14
AGREEMENT	17
1. Scope Of Work:	17
2. The Contract:	18
3. Schedule:	18
4. Equipment & Performance Of Work:	18
5. Contract Price:	18
6. Time For Performance:	18
7. Rights Of City To Increase Working Days:	19
8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:	19
9. Delay Damages:	19
10. Performance By Sureties:	20
11. Disputes Pertaining To Payment For Work:	20
12. Permits, Compliance With Law:	20
13. Superintendence By Contractor:	20
14. Inspection By City:	20
15. Extra And/Or Additional Work And Changes:	20
16. Change Of Contract Price:	21
17. Change Of Contract Time:	26
18. Inspection And Testing Of Materials:	26
19. Permits And Care Of The Work:	26
20. Other Contracts:	27
21. Payments To Contractor:	27
22. Contract Security:	27
23. Indemnification:	27
24. Contractor's Insurance:	28
25. Proof Of Carriage Of Insurance:	30
26. Wages & Hours Of Employment:	30
27. Emergency - Additional Time For Performance - Procurement Of Materials:	31
28. Provisions Cumulative:	32
29. Taxes:	32
30. Notices:	32
32. Interpretation:	33
33. Antitrust Claims:	33
BOND FOR FAITHFUL PERFORMANCE	35
BOND FOR LABOR AND MATERIAL	37

SPECIAL PROVISIONS	39
SECTION 1 SPECIFICATIONS AND PLANS	39
1.01 SPECIFICATIONS:	39
1.02 CONTRACTOR'S RESPONSIBILITY:	40
1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:	40
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS	40
2.01 GENERAL:.....	40
2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:	41
2.03 ESCROW BID DOCUMENTS	41
SECTION 3 AWARD AND EXECUTION OF CONTRACT	44
3.01 GENERAL:.....	44
3.02 BID PROTEST:	45
SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND DELAY DAMAGES	45
SECTION 5 GENERAL	46
5.01 LABOR NONDISCRIMINATION:.....	46
5.02 PREVAILING WAGE:	46
5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:	46
5.04 SUBCONTRACTING:.....	47
5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:	47
5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:.....	47
5.07 PAYMENTS:.....	48
5.08 GUARANTY:.....	48
5.09 PUBLIC SAFETY:.....	48
5.10 SOUND CONTROL REQUIREMENTS:	49
5.11 WORKING HOURS:	49
5.12 UNDERGROUND SERVICE ALERT REQUIREMENTS:	50
5.13 DUST CONTROL:	50
5.14 WATERING:	50
5.15 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:	50
5.16 PROGRESS SCHEDULE:	51
5.17 PRESERVATION OF PROPERTY:	51
5.18 ORDER OF WORK:	51
5.19 AS-BUILTS:	52
5.20 SURVEYING:	52
5.21 TESTING:	52
5.22 SUBMITTALS:	53
5.23 CLAIMS AND DISPUTES:	54
5.24 PRESERVATION OF EXISTING MONUMENTS:	54
5.25 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:	55
5.26 BUSINESS LICENSE:.....	58
SECTION 6 (BLANK)	58
SECTION 7 (BLANK)	58

SECTION 8	MATERIALS.....	58
8.01	MINOR CONCRETE	58
SECTION 9	DESCRIPTION OF WORK	58
SECTION 10	CONSTRUCTION DETAILS	59
10.01	MOBILIZATION & DEMOBILIZATION	59
10.02	CONSTRUCTION PROJECT SIGN	59
10.03	CONSTRUCTION AREA SIGNS.....	60
10.04	STORM WATER POLLUTION PREVENTION PLAN (SWPPP).....	60
10.05	CALTRANS ENCROACHMENT PERMIT	61
10.06	PRESERVATION OF EXISTING MONUMENTS	61
10.07	REMOVE EXISTING IMPROVEMENTS	61
10.08	REMOVE TREES	61
10.09	POTHOLE EXISTING UTILITIES.....	61
10.10	UTILITY COORDINATION	62
10.11	EARTHWORK AND GRADING.....	62
10.12	MINOR CONCRETE (CURB AND GUTTER).....	63
10.13	MINOR CONCRETE (SIDEWALK AND FLATWORK)	63
10.14	MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH).....	63
10.15	MINOR CONCRETE (COMMERCIAL DRIVEWAY APPROACH)	64
10.16	MINOR CONCRETE (VERTICAL CURB).....	64
10.17	MINOR CONCRETE (MEDIAN REFUGE ISLAND).....	65
10.18	CURB RAMP (LABOR)	65
10.19	SHORING AND SHEETING	66
10.20	DEWATERING	66
10.21	SANITARY SEWER MANHOLE	67
10.22	SANITARY SEWER PIPE	67
10.23	SANITARY SEWER LATERAL	68
10.24	STORM DRAIN MANHOLE	68
10.25	STORM DRAIN CATCH BASIN	69
10.26	STORM DRAIN PIPE	69
10.27	WATER MAIN CONNECTIONS	69
10.28	WATER SERVICE WITH BOX (RELOCATED)	70
10.29	WATER SERVICE WITH BOX (NEW)	71
10.30	WATER MAIN INSTALLATION.....	71
10.31	FIRE HYDRANT ASSEMBLY	71
10.32	THRUST BLOCKS	72
10.33	CHLORINATION	72
10.34	ELECTROLIER (RELOCATE).....	72
10.35	ELECTROLIER (NEW)	73
10.36	RELAMP EXISTING ELECTROLIER.....	73
10.37	MONUMENT WELL	73
10.38	PAVEMENT GRIND (COLD PLANE METHOD)	74
10.39	AGGREGATE BASE	75

10.40	TACK COAT	75
10.41	MINOR HOT MIX ASPHALT	75
10.42	HOT MIX ASPHALT	76
10.43	RUBBERIZED HOT MIX ASPHALT	76
10.44	ADJUST FRAMES AND COVERS TO GRADE	77
10.45	PAMREX LID	77
10.46	TEMPORARY PAVEMENT STRIPING AND MARKINGS.....	77
10.47	THERMOPLASTIC STRIPING AND MARKINGS	78
10.48	PAVEMENT MARKERS.....	78
10.49	ROADSIDE SIGN.....	79
10.50	RED CURB PAINT	79
10.51	PEDESTRIAN ACTIVATED SYSTEM	79
10.52	WROUGHT IRON FENCE	80
10.53	TRAFFIC SIGNAL DETECTOR SYSTEM	80
10.54	LANDSCAPE (MEDIAN GRADING/TOPSOIL).....	81
10.55	LANDSCAPE (WEED BARRIER FABRIC).....	81
10.56	LANDSCAPE (RUBBERIZED BARK).....	81
10.57	FINAL CLEANUP	82
SECTION 11	BLANK	82
SECTION 12	WORK ZONE MOBILITY	82
	POLICY:.....	82
	TRAFFIC MANAGEMENT PLAN:	82
SECTION 13	BLANK	83

CITY OF TURLOCK, CALIFORNIA

NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Tuesday, April 10, 2018, for:

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

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

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

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

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

1. A-General Engineering Contractor

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

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

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

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

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

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

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

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

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **Four Hundred Fifty dollars (\$450.00)** 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: 3-15-18

CITY OF TURLOCK

By:



Eric Picciano, PE

Interim Development Services Director / City Engineer

PROPOSAL

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

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.

The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 - 16;

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:** West Main Corridor Rehabilitation**PROJECT NUMBER:** 17-30 Measure L**OPENING DATE:** Tuesday, April 10, 2018**OPENING TIME:** 2:00 PM

Item		Unit of	Estimated		
No.	Item Description	Measure	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		
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	26		
22	Sanitary Sewer Lateral (4") and Cleanout	EA	28		
23	Sanitary Sewer Pipe (6" PVC)	LF	536		
24	Sanitary Sewer Pipe (8" PVC)	LF	3,279		
25	Sanitary Sewer Pipe (21" PVC)	LF	1,524		
26	Storm Drain Catch Basin	EA	38		
27	Storm Drain Manhole (48")	EA	27		
28	Storm Drain Pipe (12" PVC)	LF	38		
29	Storm Drain Pipe (18" PVC)	LF	3,307		
30	Storm Drain Pipe (24" PVC)	LF	810		
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	14		
39	Install Standard Electrolier (E-2)	EA	3		
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	37,315		
44	Aggregate Base	CY	2,777		
45	HMA	TN	3,686		
46	RHMA-G	TN	7,363		
47	Temporary Pavement Striping and Markings	LS	1		
48	Adjust Frames and Covers to Grade (G5)	EA	113		
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	EA	24		
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: _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____

(Number)

(Street)

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: _____

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

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

Expires _____. DIR #: _____

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

X _____
(Bidder's Signature) (Date)

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

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

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

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

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

DATED: _____, 20 _____

Address: _____

Phone: _____

X _____
Signature of Bidder

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

AFFIDAVIT

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

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

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

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

(AFFIX SEAL)

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

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

Contractor's mailing address:_____

Contractor's telephone number:_____

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

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

Date of Inspection:_____

List at least four projects of comparable size and scope completed as of recent date:

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

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

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

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Dollars (\$ _____).

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

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

for **Project No. 17-30, "West Main Corridor Rehabilitation Measure L."**

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

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

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

BIDDER

(Bidder's Name and Corporate Seal)

(Signature)

(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

(Surety's Name and Corporate Seal)

(Signature)

(Print Name and Title)

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

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

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

Prime Contractor: _____ DIR NUMBER: _____

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

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

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

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 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.

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, which Contractor said Council found to be the lowest 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 briefly 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 Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid 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 herein by reference as if set forth fully 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, 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 and under his 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, which said specifications are 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 above agreed to be done, 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, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

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 agreement, 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 immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; 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 agreement 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.

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.

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 work at all times during progress, 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:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

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 Contractor's 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. 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 that City may 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.

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) 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.

- (e) 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.
- (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, 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.
- (g) 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.
- (h) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (i) Verification of Coverage: Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this 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.
- (j) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (k) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (l) 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 22 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____

Gary Soiseth, Mayor

or

City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

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

APPROVED AS TO FORM:

By: _____

Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 17-30, "West Main Corridor Rehabilitation Measure L,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X_____

By: X_____

(Surety)

By: X_____

By: X_____

Address:_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal,
and _____, incorporated under the
laws of the State of _____ and authorized to execute bonds and
undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto
any and all material, men, persons, companies or corporations furnishing materials, provisions,
provender or other supplies used in, upon, for or about the performance of the work contracted
to be executed or performed under the contract hereinafter mentioned, and all persons,
companies or corporations renting or hiring teams, or implements or machinery, for or
contributing to said work to be done, and all persons who perform work or labor upon the same,
and all persons who supply both work and materials, and whose claim has not been paid by the
Contractor, company, or corporations in the just and full sum
of _____ Dollars
(\$ _____) for payment thereof, well and truly to be made, said Principal and
Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly
by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has
entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement
for **City Project No. 17-30, "West Main Corridor Rehabilitation Measure L,"** a true and
correct copy of which agreement is presently on file in the office of the City Clerk of the City of
Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay
for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the
performance of the work contracted to be done, or for any work or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Act with respect to such work or labor, the
Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided
that any and all claims hereunder shall be filled and proceedings had in connection therewith as
required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the
State of California, and any amendments thereof; provided, also, that in case suit is brought upon
this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said
suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein
rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any
provision of said contract or in said plans and specifications agreed to between the Principal and the
City, and no forbearance on the part of the City, shall operate to release the Surety from liability on
this bond, and consent to make such alterations without further notice to or consent by the Surety

is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X_____

By: X_____

(Surety)

By: X_____

By: X_____

Address:_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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SPECIAL PROVISIONS

City Project No: 17-30 West Main Corridor Rehabilitation Measure L

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. Official bid documents including plans and specifications are available online at <http://www.CityofTurlock.org/capitalprojects>. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.
2. This project will have a ground breaking ceremony on June 1, 2018. City will issue the NTP to align with this date.
3. This project will be constructed in two phases. Contractor's attention is drawn to Section 5.23 "Order of Work" of these Special Provisions.
4. This project will have a suspension of work for the winter months.
5. The City has not secured a staging yard for this project. The Contractor shall secure their own staging yard. Prior to occupying property not owned by the Contractor, Contractor shall furnish a signed agreement between property owner and Contractor stating terms of use for property.

1.01 SPECIFICATIONS:

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

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

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

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

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

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders

7. Project Drawings
8. City of Turlock Standard Specifications
9. Caltrans Standard Specifications
10. City of Turlock Standard Drawings
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 Contractor shall acknowledge on the bid form with signature of all addendums issued. Failure to acknowledge by signature may result in determining the bid unresponsive.

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

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

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

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

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

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

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

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.22, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

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

2.03 ESCROW BID DOCUMENTS

1. SCOPE

The lowest Bidder, whose bid is deemed responsive, 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 CITY and CONTRACTOR, as provided herein.

CITY stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, constitute trade secrets. This acknowledgment is based on CITY'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. CITY 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. CITY further acknowledges that the Escrow Bid Documents and the information contained therein are made available to CITY only because such action is an express prerequisite to award of the contract. CITY 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. CITY 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 CITY 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 five working days, as requested in writing from the City. 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 Contractor will be unsealed, examined, organized, and inventoried by representatives of CITY, 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 or 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 CITY'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 CITY 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 CITY 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, CITY 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 CITY and no later than immediately following award of the contract.

6. STORAGE

The Escrow Bid Documents of the Contractor 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 CITY.

7. EXAMINATION AFTER AWARD OF CONTRACT

The Escrow Bid Documents shall be examined by both CITY and CONTRACTOR, at any time deemed necessary after award of the contract by either CITY 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. CITY 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 CITY 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: Randall Jones
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

3.02 BID PROTEST:

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

Randall Jones
156 S Broadway Suite 150
Turlock, CA 95380

Bid protest must be submitted with a non-refundable fee of \$250.00 to review and respond to the repost.

The Low Bidder shall respond to the bid protest upon notification by the Engineer.

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

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

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

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

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.23, “Order of Work,” of these Special Provisions.

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

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

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

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

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

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

5.02 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications.

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>

5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

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.

5.04 SUBCONTRACTING:

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

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

Each subcontract must comply with the contract.

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

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

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

5.05 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.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to

the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.07 PAYMENTS:

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

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

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

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

5.08 GUARANTY:

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

5.09 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.

5.10 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.

5.11 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 48 hours prior to beginning work.

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

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

5.12 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.

5.13 DUST CONTROL:

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

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

5.14 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.

5.15 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.

However, 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.

5.16 PROGRESS SCHEDULE:

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

Contractor shall furnish one copy of scheduling software for use by Engineer. Software shall be MS Project, SureTrak, or equal. Software shall remain with Engineer after completion of contract.

5.17 PRESERVATION OF PROPERTY:

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

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

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

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

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

5.18 ORDER OF WORK:

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

Contractor shall adhere to the following order of operations:

1. Ground breaking ceremony
2. Apply for Caltrans encroachment Permit

3. Perform all work necessary to complete curb ramp, curb, gutter and sidewalk at intersection of Soderquist Road and West Main. Vertical curb on Soderquist Road from West Main to the north.
4. Perform items of work in Phase 1 excluding grinding for overlay, R-HMA overlay, adjusting frames and covers to grade, traffic signal system improvements, and striping and signage. Contractor shall apply temporary striping in area that existing striping is removed and maintain until final striping is placed.
5. All other remaining items of work.

5.19 AS-BUILTS:

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

5.20 SURVEYING:

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

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

5.21 TESTING:

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

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

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

Water sample test: \$300.00 Per Test

Compaction test: \$100.00 Per Test

5.22 SUBMITTALS:

General submittals shall be made in accordance with Section 5.30, "Internet Based Construction Management System," of these special provisions. If a physical copy of a submittal is required, the following shall apply.

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.

Submittals will be processed by Engineer within ten (10) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. 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.

Contractor shall deliver five copies of each submittal to Engineer. Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Project Number and Name.

Name of Contractor.

Name of subcontractor (if applicable).

Description of item.

Item Number on Bid Schedule.

Date of Submittal.

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

2. Index Sheet (For submittals containing information on multiple components. Each component shall be cross-identified with reference to a divider tab number).

3. Divider Tabs (For submittals containing information on multiple components. Tab numbers shall correspond to the index sheet for each component in the submittal).

4. The brochure, product data sheet or catalog cut (For each component in the submittal, separated by their respective divider tabs).

5. For shop drawings, Contractor shall submit five (5) clean, low background reproducible prints. Shop drawings larger than 11 x 17 in. shall be rolled, not folded.

6. 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.

7. 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.

8. 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.

9. 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.

Contractor shall submit 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.

5.23 CLAIMS AND DISPUTES:

All claim and disputes shall be in accordance with Section 9204 of the California Government Code, which is governing below.

5.24 PRESERVATION OF EXISTING MONUMENTS:

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

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

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

5.25 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

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

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

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

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

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

Company Documents

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

Project Summary

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

Task Manager

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

Change Order Manager

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

Transmittals

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

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

Submittals

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

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each

submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

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

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

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

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

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

RFIs

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

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer’s response by submitting a claim in accordance with Section 5.25 “Notice of Potential Claim” of the special provisions.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

Daily Logs

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

WSWD

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

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.28 "Claims and Disputes" of the special provisions.

5.26 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 fifty cents per thousand dollars in revenue. 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 items of work and no additional compensation will be allowed therefore.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

8.01 MINOR CONCRETE

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

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: 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 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.

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.

PAYMENT

Payment for mobilization will be made at the contract lump sum price which will be limited to five percent of the total base bid price. Partial payments under this item will be made in accordance with the following provisions:

The first payment of the lump sum price for mobilization will be fifty percent of the contract lump sum price and will be paid with the first request provided that all submissions required are submitted by the Contractor to the satisfaction of the Engineer.

The second payment of the lump sum price for mobilization will be twenty five percent of the contract lump sum price and shall be included in the pay request after winter suspension has ceased.

The third and final payment of the lump sum price for mobilization will be included in the final pay request.

10.02 CONSTRUCTION PROJECT SIGN

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

Contractor shall have one construction project sign available for the groundbreaking ceremony. This sign shall be installed per the Engineer's direction after the ceremony is completed.

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 the standard specifications and these special provisions, and as directed by Engineer.

10.03 CONSTRUCTION AREA SIGNS

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

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

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

PAYMENT

The lump sum contract price paid for Construction Area Signs shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to furnish, install, and maintain Construction Area Signs, as shown on the plans, specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.04 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Contractor shall prepare and submit a SWPPP for review and acceptance by the Engineer. Once accepted, Contractor shall submit SWPPP and Notice of Intent (NOI) with the California Department of Water Quality Control Board. Contractor shall adhere to the approved SWPPP at all times. Contractor shall file the annual report when the project is completed.

Contractor shall implement BMP's before construction occurs. Contractor shall maintain BMP's in good working condition at all times.

PAYMENT

The contract lump sum price for preparing and submitting the SWPPP and NOI and implementing the approved SWPPP shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing and submitting the NOI and implementing the approved SWPPP, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Specifically included in the lump sum price are all fees associated with filing the NOI and NOT and Annual Report and any fees or penalties as a direct result of Contractor's actions or failure to act. No additional compensation will be paid for adhering to measures outlined in the SWPPP and as directed by the Engineer.

10.05 CALTRANS ENCROACHMENT PERMIT

Contractor shall prepare and submit all necessary paperwork to obtain an encroachment permit from Caltrans. All work within Caltrans right-of-way will require an encroachment permit from Caltrans prior to work being performed.

PAYMENT

The lump sum contract price paid for the Caltrans Encroachment Permit shall include full compensation for obtaining a Caltrans Permit as specified in these special provisions and as directed by Engineer.

10.06 PRESERVATION OF EXISTING MONUMENTS

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

10.07 REMOVE EXISTING IMPROVEMENTS

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

Specifically included in this item is the removal of the existing roadway section from Station 57+50 to 84+50.

PAYMENT

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

10.08 REMOVE TREES

Contractor shall remove all trees as identified on the project plans in their entirety. All roots shall be removed. Tree stumps shall be ground to 18" below grade.

PAYMENT

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

10.09 POTHOLE EXISTING UTILITIES

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

of Contractor's failure to pothole shall be the Contractor's responsibility to repair at Contractor's expense.

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

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

Pothole shall be backfilled and patched with HMA.

PAYMENT

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

10.10 UTILITY COORDINATION

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

10.11 EARTHWORK AND GRADING

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

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

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

PAYMENT

The contract lump sum price paid for earthwork shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in importing, excavating,

hauling, compacting, and removing the earthwork as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.12 MINOR CONCRETE (CURB AND GUTTER)

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 shall conform to the City of Turlock Standard Drawings.

QUANTITIES

Quantities of Minor Concrete (Curb and Gutter) to be paid for by the linear foot will be calculated on the basis of measured with a wheel, on the top of curb, to the nearest tenth of a foot and adjusted by the amount of any change ordered by the Engineer.

PAYMENT

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

10.13 MINOR CONCRETE (SIDEWALK AND FLATWORK)

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 sidewalk shall conform to the City of Turlock Standard Drawings.

QUANTITIES

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

PAYMENT

The contract price paid per square foot for Minor Concrete (Sidewalk and 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 (Sidewalk and Flatwork), complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.14 MINOR CONCRETE (RESIDENTIAL DRIVEWAY APPROACH)

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 residential driveway approaches shall conform to the City of Turlock Standard Drawings.

QUANTITIES

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

PAYMENT

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

10.15 MINOR CONCRETE (COMMERCIAL DRIVEWAY APPROACH)

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 commercial driveway approach shall conform to the City of Turlock Standard Drawings

QUANTITIES

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

PAYMENT

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

10.16 MINOR CONCRETE (VERTICAL CURB)

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 vertical curb shall conform to the City of Turlock Standard Drawings

QUANTITIES

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.

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 Minor Concrete, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.17 MINOR CONCRETE (MEDIAN REFUGE ISLAND)

Contractor shall construct the Median Refuge Island at the intersection of West Main and South Walnut and the intersection of West Main and West Avenue as identified on the project plans. All items of minor concrete shall conform to these Special Provisions, the standard specifications and drawings. The finished surface and thickness on the raised portion of the island shall match the sidewalk.

QUANTITIES

Quantities of Minor Concrete (Median Refuge Island) to be paid for by the lump sum will be calculated on the basis of the dimensions shown on the plan adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract lump sum price paid for Minor Concrete (Median Refuge Island) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the Minor Concrete (Median Refuge Island), complete in place as shown on the plans, specified in the standard specifications and these special provisions, and as directed by the Engineer.

10.18 CURB RAMP (LABOR)

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

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

Specifically included in the quantities is any retaining wall that may be necessary to install the access ramp as shown on the plans.

QUANTITIES

Concrete for curb ramp areas shall be paid for as part of a separate bid item, "Minor Concrete". The "Curb Ramp" bid item shall include the added labor costs associated with creating the slopes and lines in ramp areas and the labor and material necessary to install a detectable warning surface as per the City Standard Specifications and Drawings.

PAYMENT

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

10.19 SHORING AND SHEETING

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

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

PAYMENT

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

10.20 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 as to the character, quality and quantities of work to be performed.

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

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.

10.21 SANITARY SEWER MANHOLE

Contractor shall install manholes in accordance with the project plans and the Standard Specifications and Drawings.

Before submission of the submittal, the Contractor shall pothole the proposed sanitary sewer alignment for any underground conflicts.

QUANTITIES

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

PAYMENT

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

10.22 SANITARY SEWER PIPE

Contractor shall install sanitary sewer pipe in accordance with the Standard Specifications and Drawings, the project plans and these special provisions. Pipe material shall be PVC; SDR-26, C900 and C905. Contractor shall trench in accordance with Standard Drawing T-2.

QUANTITIES

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

PAYMENT

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

10.23 SANITARY SEWER LATERAL

Contractor shall remove and replace sanitary sewer laterals in accordance with the Standard Specifications and Drawings, the project plans and these special provisions. Pipe material shall be PVC SDR-26. Contractor shall trench in accordance with Standard Drawing T-2.

Specifically included in the price paid for each Sanitary Sewer Lateral is the cleanout assembly and all materials required to connect to existing sewer main.

QUANTITIES

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

PAYMENT

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

10.24 STORM DRAIN MANHOLE

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

Before submission of the submittal, the Contractor shall pothole the proposed storm drain alignment for any underground conflicts. Any costs associated with Potholing shall be included in a separate Potholing bid item.

QUANTITIES

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

PAYMENT

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

10.25 STORM DRAIN CATCH BASIN

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

QUANTITIES

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

PAYMENT

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

10.26 STORM DRAIN PIPE

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

QUANTITIES

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

PAYMENT

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

10.27 WATER MAIN CONNECTIONS

All connections to and tapping of existing mains shall be done by the City. Contractor shall contact Engineer at least ten working days before any proposed tapping of or connection to an existing main. Contractor shall furnish all necessary parts and valves and the City shall make the connection. Contractor shall be responsible for all excavating, hauling, and compacting of material necessary.

All connections to City water mains larger than 2" will be required to have a temporary tap through an approved double check backflow assembly which is furnished and installed at the time of connection by

the City. After the new main line has been tested and disinfected to the satisfaction of Engineer, utility crews will remove the temporary double check backflow assembly and make the permanent tie-in. Contractor shall be responsible for contacting U.S.A., excavation and back fill for the tie-in, and all traffic safety.

QUANTITIES

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

PAYMENT

The contract price paid for each Water Main Connection to existing mains at various locations shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in saw cutting, excavating, traffic control, furnish materials, and furnishing and placing backfill for each Water Main Connection as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer. City crews shall perform the actual labor to assemble and install water main connections with materials furnished by the Contractor.

10.28 WATER SERVICE WITH BOX (RELOCATED)

Contractor shall install service lines at the replacement of existing services as shown on the plans. Contractor shall tie new service line into existing service. Contractor shall swab all fittings with chlorine prior to connection of services and shall flush each service through an outside hose bib for a period of at least 5 minutes.

Specifically included in new services shall be the relocation of the existing meter box for each service at the property line with curb stop.

Service Lines shall conform to the provisions in Section 15-1.11, "Service Lines", of the Standard Specifications and these Special Provisions.

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

QUANTITIES

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

PAYMENT

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

10.29 WATER SERVICE WITH BOX (NEW)

Contractor shall install new service lines into existing service. Contractor shall swab all fittings with chlorine prior to connection of services and shall flush each service through an outside hose bib for a period of at least 5 minutes.

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

Service Lines shall conform to the provisions in Section 15-1.11, "Service Lines", of the Standard Specifications and these Special Provisions.

QUANTITIES

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

PAYMENT

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

10.30 WATER MAIN INSTALLATION

Water Main Pipe shall conform to the provisions in Section 15, "Water Systems", of the Standard Specifications and these Special Provisions.

PVC pipe shall conform to AWWA C900 or C905 for all pipe, except that diameters larger than 12" shall be C905.

QUANTITIES

Quantities of Water Main Pipe to be paid for by the linear foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

PAYMENT

The contract price paid per linear foot for 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 and aggregate base material, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

Specifically included in the payment of water main pipe is chlorination as required by the standard specifications.

10.31 FIRE HYDRANT ASSEMBLY

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

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

QUANTITIES

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

PAYMENT

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

10.32 THRUST BLOCKS

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

PAYMENT

The contract lump sum price paid for Thrust Blocks shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Thrust blocks, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.33 CHLORINATION

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

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

10.34 ELECTROLIER (RELOCATE)

The Contractor shall relocate all electroliers as identified on the project drawings. Electroliers shall conform to the provisions in Section 18 "Street Lighting and Appurtenances", of the City of Turlock Standard Specifications and Drawings.

Contractor shall remove existing concrete foundation and dispose of outside the City's right-of-way in accordance with the provisions in Section 7-1.13 of the Caltrans Standard Specifications.

QUANTITIES

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

PAYMENT

The contract price paid per each for Relocating Electrolier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Relocating

Electrolier, specifically including new concrete foundation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.35 ELECTROLIER (NEW)

The Contractor shall install new electroliers as identified on the project drawings. Electroliers shall conform to the provisions in Section 18 “Street Lighting and Appurtenances”, of the City of Turlock Standard Specifications and Drawings.

QUANTITIES

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

PAYMENT

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

10.36 RELAMP EXISTING ELECTROLIER

Contractor shall relamp electroliers, as identified on the project plans with Leotek GreenCobra LED street light, GC-1-40F-MV-NW-2-GY-14. All installation shall be in accordance with E-2 of the Standard Specifications.

PAYMENT

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

10.37 MONUMENT WELL

Monument wells shall conform to the provisions in Section 25, “Miscellaneous” and “M-1”, of the City of Turlock Standard Specifications and Drawings, these special provisions and the project plans. The Contractor shall protect all monuments.

Contractor shall remove and replace all monuments wells and install a monument well where currently none exists.

QUANTITIES

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

PAYMENT

The contract price paid per each for Monument Well shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing

Monument Well, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.38 PAVEMENT GRIND (COLD PLANE METHOD)

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

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

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

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

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

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

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

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

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

QUANTITIES

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

PAYMENT

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

10.39 AGGREGATE BASE

Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. Aggregate base shall be $\frac{3}{4}$ inch maximum, class 2 aggregate base.

Contractor shall submit a certificate of compliance.

QUANTITIES

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

PAYMENT

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

10.40 TACK COAT

Contractor shall tack coat all existing pavements surfaces in overlay areas to receive hot mix asphalt and shall conform to the Caltrans Standard Specifications Section 39, "Hot Mix Asphalt."

PAYMENT

The cost for Tack Coat shall be included with HMA and R-HMA and include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing Tack Coat as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.41 MINOR HOT MIX ASPHALT

Hot Mix Asphalt shall conform to the provisions in Section 39-1.15, "Minor Hot Mix Asphalt," of the Caltrans Standards. The aggregate gradation shall be $\frac{1}{2}$ " and the HMA shall be type A. The binder shall be PG 64-10.

All deep lift areas shall be constructed with minor HMA.

PAYMENT

Full compensation for furnishing, installing and constructing Minor HMA shall be included in the contract price paid for items requiring Minor HMA and no extra payments will be paid therefore.

10.42 HOT MIX ASPHALT

Hot Mix Asphalt shall conform to Section 39 of the Caltrans Standard Specifications. The construction process shall be method. The aggregate gradation shall be ½” and the HMA type shall be A. The binder shall be 64-10.

The minimum lift thickness shall be 1.5”. Tack coat all vertical surfaces in accordance with Section 39 of the Caltrans Standard Specifications.

QUANTITIES

Quantities of HMA to be paid for by the ton will be calculated on the basis of the public weighmasters certificate certified for each load delivered to the site. The operator of each vehicle weighed shall furnish a weighmasters certificate from the weigher and deliver said certificate to Engineer at the point of delivery of the material.

PAYMENT

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

10.43 RUBBERIZED HOT MIX ASPHALT

Rubberized Hot Mix Asphalt Gap Graded (RHMA-G) shall conform to the provisions in Section 39, “Hot Mix Asphalt,” of the Caltrans Standard Specifications.

The HMA construction process shall be standard. The aggregate gradation shall be ½” and the HMA type shall be RHMA-G. The binder shall be PG 64-10.

The rubberized binder must contain a minimum of 300 pounds (equivalent to 15% by weight) of 100% California waste tire crumb rubber per ton of rubberized binder.

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

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

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

QUANTITIES

Quantities of R-HMA to be paid for by the ton will be calculated on the basis of the public weighmasters certificate certified for each load delivered to the site. The operator of each vehicle weighed shall furnish

a weighmasters certificate from the weigher and deliver said certificate to Engineer at the point of delivery of the material.

PAYMENT

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

10.44 ADJUST FRAMES AND COVERS TO GRADE

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

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

QUANTITIES

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

PAYMENT

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

10.45 PAMREX LID

Contractor to furnish and install Pamrex Lid and lid opening tool. Contractor shall provide one opening tool with each lid.

QUANTITIES

Quantities of Pamrex Lid to be paid by the each shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

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

10.46 TEMPORARY PAVEMENT STRIPING AND MARKINGS

The Contractor shall furnish, place, maintain and remove temporary markings (tape) in accordance with industry standard accepted practices. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California MUTCD for streets and highways. Temporary pavement delineation shall not be applied over existing markings, and shall be maintained until replaced

with permanent one. Any temporary pavement marking conflicting with new traffic pattern shall be promptly removed, or removed as directed by the Engineer.

PAYMENT

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

10.47 THERMOPLASTIC STRIPING AND MARKINGS

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

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

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

QUANTITIES

Quantities of Thermoplastic Striping and Markings to be paid by the linear foot or square foot shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

Payment for Thermoplastic Striping and Markings shall include full compensation for performing all work required to install Thermoplastic Striping and Markings, in accordance with these special provisions and as directed by the Engineer.

10.48 PAVEMENT MARKERS

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

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

Ceramic markers shall not be used.

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

QUANTITIES

Quantities of Pavement Markers to be paid by the each shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

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

10.49 ROADSIDE SIGN

Contractor shall install Roadside Sign and post in accordance with the Standard Specifications, the Standard Drawings and these special provisions. All signs shall be high intensity prismatic.

QUANTITIES

Roadside Sign to be paid by the each shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

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

10.50 RED CURB PAINT

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.

QUANTITIES

Quantities of Red Curb Paint to be paid by the linear foot shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

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

10.51 PEDESTRIAN ACTIVATED SYSTEM

Contractor shall furnish and install a solar-powered pedestrian activated system as shown on the plans. The pedestrian activated system (PAS) shall meet the requirements as a MUTCD-compliant crosswalk safety enhancement system. PAS shall include an American with Disability (ADA) compliant activated push system (APS). System shall have wireless radio synchronization.

Signs shall be high intensity prismatic. System shall have single sided (36"x36") W11-2 LED blinking signs. System to be installed on a 4½" round aluminum pole or electrolier. Control cabinet shall be installed on top of pole.

QUANTITIES

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

PAYMENT

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

10.52 WROUGHT IRON FENCE

Contractor shall install wrought iron fence in accordance with the project plans, the standard specifications and drawings and these special provisions. Wrought iron fence shall be seamless welded at all connections and powder coated at the factory. Minor concrete shall be used for the foundations with a minimum of 3" from the edge of foundation to the post.

The wrought iron fence, including finial and bell cap, shall be powder coated black.

Contractor shall submit one finished spear point finial and one finished ball cap prior to fabrication of the fence.

QUANTITIES

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

PAYMENT

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

10.53 TRAFFIC SIGNAL DETECTOR SYSTEM

Traffic signal detectors shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems", of the Caltrans Standard Specifications, these special provisions and the project plans.

Where no handhole exist, Contractor shall install handhole, conduit, traffic detector loop, and DLC as identified on the project plans. Contractor shall set handholes to grade after paving operations have been completed.

PAYMENT

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

10.54 LANDSCAPE (MEDIAN GRADING/TOPSOIL)

Contractor shall grade newly created medians to consist of level grade at three inches lower than the top of the vertical curb. Due care shall be taken as to not disturb, damage, or otherwise impair the growth of the existing trees and vegetation within the median.

Contractor shall import necessary soil for newly created or widened median islands. Import material shall be topsoil, free from rubbish, debris, and rocks, suitable for planting.

PAYMENT

The contract price paid per lump sum for median grading shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the median grading, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.55 LANDSCAPE (WEED BARRIER FABRIC)

Contractor shall install Weed Barrier Fabric in medians before installation of rubberized bark. Due care shall be taken as to not disturb, damage, or otherwise impair the growth of the existing trees and vegetation within the median.

QUANTITIES

Weed Barrier Fabric to be paid by the square yard shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract price paid per square yard for Weed Barrier Fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the median grading, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.56 LANDSCAPE (RUBBERIZED BARK)

Contractor shall install 2" of Rubberized Bark in medians to consist of level grade 1" below top of vertical curb. Due care shall be taken as to not disturb, damage, or otherwise impair the growth of the existing trees and vegetation within the median.

QUANTITIES

Rubberized Bark to be paid by the cubic yard shall be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

PAYMENT

The contract price paid per cubic yard for Rubberized Bark shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the median grading, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.57 FINAL CLEANUP

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed. At the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

SECTION 11 BLANK

SECTION 12 WORK ZONE MOBILITY

POLICY:

To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

TRAFFIC MANAGEMENT PLAN:

1. Temporary Traffic Control Plan

The Contractor shall develop and submit a temporary traffic control plan (TTCP) to the Engineer for review. The TTCP shall be prepared and signed by a person competent to perform said design. If the Engineer accepts the TTCP, the Contractor shall implement the TTCP.

The Contractor shall only be allowed to place traffic control devices for closures of lanes in areas where Work is occurring. If an area is not being worked on, the traffic control devices must not restrict traffic.

In times of low visibility (dark, foggy, etc.) the Contractor shall affix flashing beacons to all traffic control devices in a standard method.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The cost of repairing or replacing said traffic control devices shall be the responsibility of Contractor. The cost of supplying any and all traffic control devices shall be considered as included in other contract items of work and no additional compensation will be allowed therefore.

If the Contractor does not adhere to the accepted TTCP, the Engineer will shut down the Contractor for the remaining day and any subsequent days it take the Contractor to make traffic control devices adhere to the accepted TTCP. Such shut downs are not subject to additional working days.

Contractor shall meet the requirements outlined in Section 11 of the City of Turlock Standard Specifications.

Phase 1 (Station 11+50 – 57+50)

The Contractor will be allowed to close lanes of traffic to accomplish the Work, provided that one lane in each direction is open to traffic. If the Work requires closure of lanes that would make it impossible to leave one lane in each direction open to traffic, the Contractor will be allowed to use flaggers and have one lane of traffic open.

The Contractor will not be allowed to close the road to traffic at any point.

The Contractor shall bear the full cost of flagging operations.

Phase 2 (Station 57+50 – 84+50)

The Contractor will be allowed to close West Main Street to accomplish the Work, as required. Contractor shall allow local traffic to access their destination. At no time shall the Contractor deny access to local businesses or emergency traffic through the construction area unless the construction area is unsafe for access.

The contract lump sum price paid for TTCP shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, submitting, revising, implementing and maintaining the TTCP, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 13 BLANK