



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

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Date: 10/29/24

City Project No.: 14-44 (081)

Addendum No.: 1

Plan holders:

Revisions to Plans and Specifications

The following additions, deletions or modifications shall become part of the Contract Documents:

Strikethrough red text (~~text~~) indicates deletions.

Underlined red text (text^(Addendum 1)) indicates additions and which addendum the change was made.

Item No. 1:

Remove and replace the agreement with the attached agreement.

Item No. 2:

Section 5.10 Prevailing Wage

Federal Minimum Wage Rates

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available online at <https://sam.gov/wage-determination/CA20210018/27> The federal prevailing wage rate in effect for the entirety of this project shall be determination ~~# CA20240018 9/12/2024 CA29 Modification #20~~ # CA20240018 10/17/2024 Modification #22^(Addendum 1), unless otherwise modified by project addenda. If necessary, addenda will be issued to modify the Federal minimum wage rates.

Section 10.14 SANITARY SEWER:

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 ~~30" PVC SDR-26~~ 12" PVC SDR-26^(Addendum 1).

MEASUREMENT

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.

Quantities of sewer cleanout to be paid for by the each 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 sewer cleanout is the trenching, excavation and replacement of any improvements that are disturbed due to the installation of the pipe.^(Addendum 1)

PAYMENT

The contract price paid per linear foot for Sanitary Sewer Pipe shall include full compensation for furnishing all labor, materials including ~~sewer cleanout~~,^(Addendum 1) 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.

The contract price paid per each for Sewer Cleanout shall include full compensation for furnishing all labor, materials including tools, equipment, and incidentals and for doing all the work involved in constructing the sewer cleanout, 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.^(Addendum 1)

Section 10.18 HOT MIX ASPHALT:

The HMA construction process shall be standard. The aggregate gradation of the top lift shall be ½” and the HMA type shall be type A. The binder shall be PG ~~70-10~~ 64-10^(Addendum 1).

Section 10.20 TRAFFIC SIGNAL ~~DETECTOR SYSTEM~~^(Addendum 1):

Traffic signal ~~detectors~~^(Addendum 1) 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.

Contractor shall set handholes to grade after paving operations have been completed.

Contractor shall label and identify all wires in every pull box.

PAYMENT

The contract lump sum price paid for Traffic Signal ~~Detector System~~^(Addendum 1) 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~~^(Addendum 1), 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 10.28 INSTALL SHOULDER BACKING:^(Addendum 1)

Contractor shall install two feet of shoulder backing along all sections of new pavement per detail shown on the plans.

PAYMENT

The contract lump sum price paid to Install Shoulder Backing shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved to Install Shoulder Backing and no additional compensation will be allowed therefore.

Section 10.29 INSTALL BOLLARDS:^(Addendum 1)

Contractor shall Install Bollards per City Standards and as shown on the plans.

PAYMENT

The contract price paid per each to Install Bollards shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved to Install Bollards and no additional compensation will be allowed therefore.

The following change has been made to the first page.

Contact Person: Stephen Fremming

Phone: 209-668-5417

Email: ~~Stephen Fremming~~ SFremming@turlock.ca.us ^(Addendum 1)

Item No. 4:

Remove and replace the bidder's form with the attached bidder's form.

Item No. 5:

Remove and replace plan sheet pages 4, 13, 16, 17, 19, 21, and 22 with the attached plan sheets. Revisions are clouded.

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

Sincerely,

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

Randall Jones, P.E.
Senior Civil Engineer



AGREEMENT

FOR PUBLIC IMPROVEMENT

**City Project No. 14-44
Intersection Improvements at W. Main St. and S. Tegner Rd.
CML-5165 (081)**

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

RECITALS

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

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081);
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081).**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

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

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond
6.	<i>Exhibit F</i>	<i>Federal Wage Rates</i>
7.	<i>Exhibit G</i>	<i>FHWA Form 1273</i>

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

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

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the

provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Seventy Five (75)** working days (the “Substantial Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Ninety (90)** working days (the “Final Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

The Substantial and Final Completion Due Dates 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 Substantial and Final Completion Due Dates will be determined as follows:

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

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

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

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

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

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

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

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

- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Thousand Nine Hundred and no/100ths Dollars (\$3700.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred and no/100ths Dollars (\$500.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by

a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

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

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

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either

Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

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

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

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

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

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

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

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

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location

of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

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

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

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

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by

Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

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

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

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

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

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

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

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials

in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

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

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent,

with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* [Intentionally Omitted]

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

(f) *Professional Liability Insurance.* [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or

partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

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

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

With courtesy copies to: **City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456**

If to Contractor: _____

If to Contractor's Sureties: _____

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

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

- 27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.
- 28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.
- 29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.
- 30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.
- 31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.
- 32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.
- 33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- 34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

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

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

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

38. Execution and Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

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

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

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

[Signatures on Following Page]

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

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Sarah Eddy, Acting City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

By: _____

William D. Morris, RCE, PLS, City Engineer

Phone: _____

By: _____

Christopher Fisher, Municipal Services Director

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

By: _____

Julie Christel, City Clerk

Affix Contractor's Seal Here

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 7.1 During that period
 - 7.2 In the quantities used

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

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the “Principal,” a contract for **Project No. 14-44, “Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081)”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No. 14-44, “Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081)”**; and

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

BIDDER'S FORM (Addendum 1)

INTERSECTION IMPROVEMENTS
PROJECT TITLE: AT W. MAIN ST. AND TEGNER RD.

PROJECT NUMBER: 14-44

OPENING DATE: November 5, 2024

OPENING TIME: 2:00PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Stormwater Pollution Prevention Plan (SWPPP) and Implementation	LS	1		
3	Traffic Control Plan and Implementation	LS	1		
4	Construction Project Sign	EA	3		
5	Remove Existing Improvements	LS	1		
6	Grinding (Cold Plane Method)	LS	1		
7	Earthwork and Grading	LS	1		
8	Sheeting, Shoring, and Bracing for worker protection per CA Labor Law Section 6707	LS	1		
9	Minor Concrete (Signal Pad)	SF	164		
10	Water Main (12" C900) with Blowoff	LS	1		
11	Sewer Main (30" 12" SDR-26)	LF	34		
12	Sewer Cleanout	EA	1		
13	TID Electrical Conduit (2")	LF	432		
14	TID Electrical Conduit (6")	LF	432		
15	TID 42" Irrigation RCP	LF	332		
16	TID 24" Irrigation C905	LF	122		
17	TID Control Box (CS 101)	EA	1		
18	TID Pipe Fittings	LS	1		
19	TID Drop Inlet (CS 145A)	EA	2		

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
20	Relocate Existing Chain Link Fence	LF	598		
21	Aggregate Base	CY	920		
22	Hot Mix Asphalt	TN	1290		
23	Temporary Pavement Striping	LS	1		
24	Adjsut Frame and Cover to Grade (Water G5 Box)	EA	13		
25	Adjsut Frame and Cover to Grade (Sewer Manhole)	EA	9		
26	Adjust Monument Well to Grade	EA	1		
27	Thermoplastic Striping (Detail 22)	LF	512		
28	Thermoplastic Striping (Detail 27B)	LF	4516		
29	Thermoplastic Striping (Detail 29)	LF	3914		
30	Thermoplastic Striping (Detail 38)	LF	334		
31	Thermoplastic Markings (White)	SF	90		
32	Paint Striping (8" Yellow)	LF	1026		
33	Thermoplastic Striping (12" White)	LF	71		
34	Slope and Backfill Improvements with AB- Install Shoulder Backing	LS	1		
35	Fixed Bollard	EA	5		
36	Install 16' Barricade-Install Roadside Signs, Barricades, and Posts	EA	2		
37	Signals, Lighting, and Electrical Systems - Pole A, B, C, D, and H	LS	1		
38	Signals, Lighting, and Electrical Systems - Pole E, F, and G	LS	1		

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
39	Allowance for Unknown Utility Conflicts	Allow	1	\$25,000.00	\$25,000.00
40	Allowance for Road Remediation	Allow	1	\$35,000.00	\$35,000.00
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

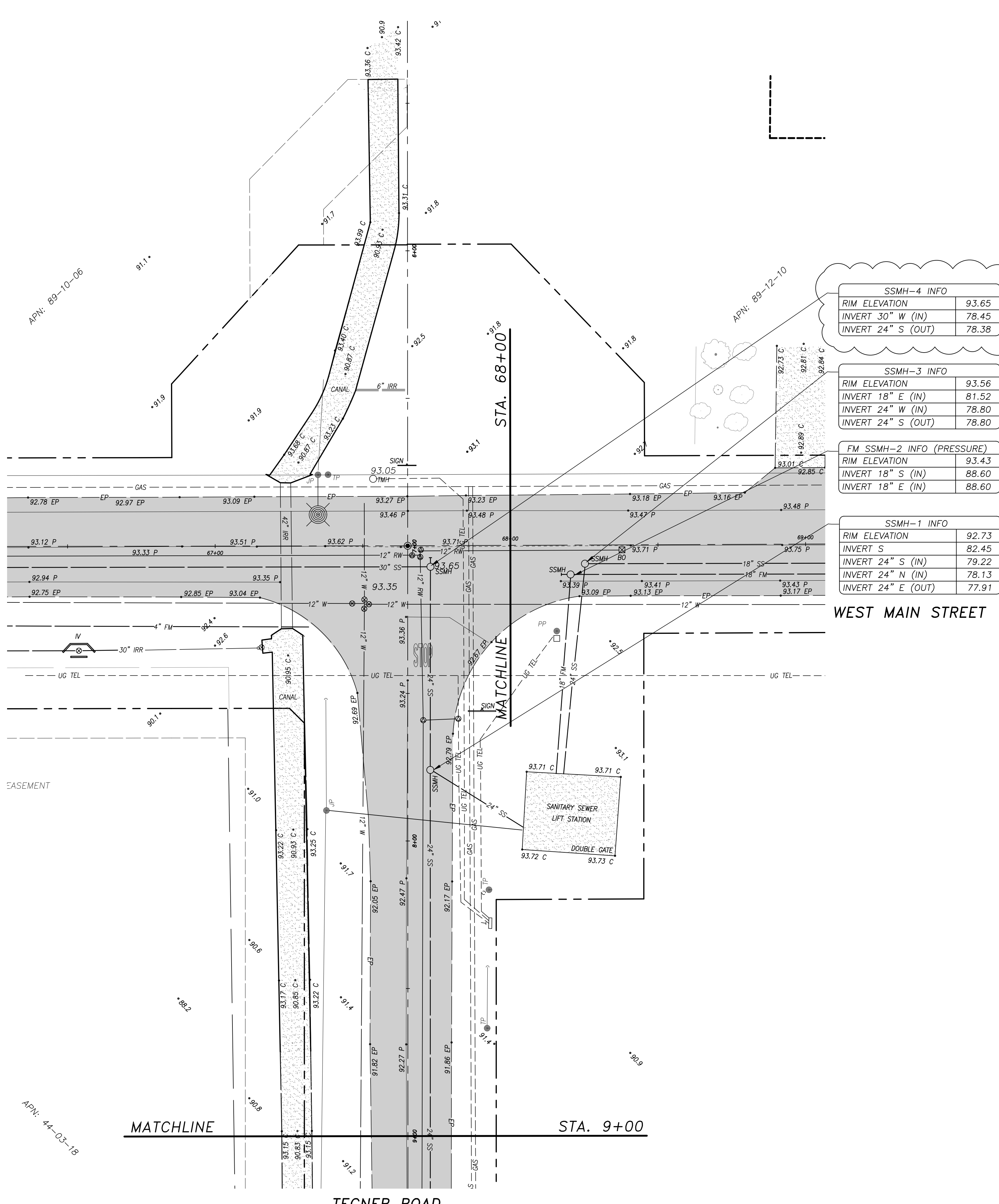
ADDENDA

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: _____



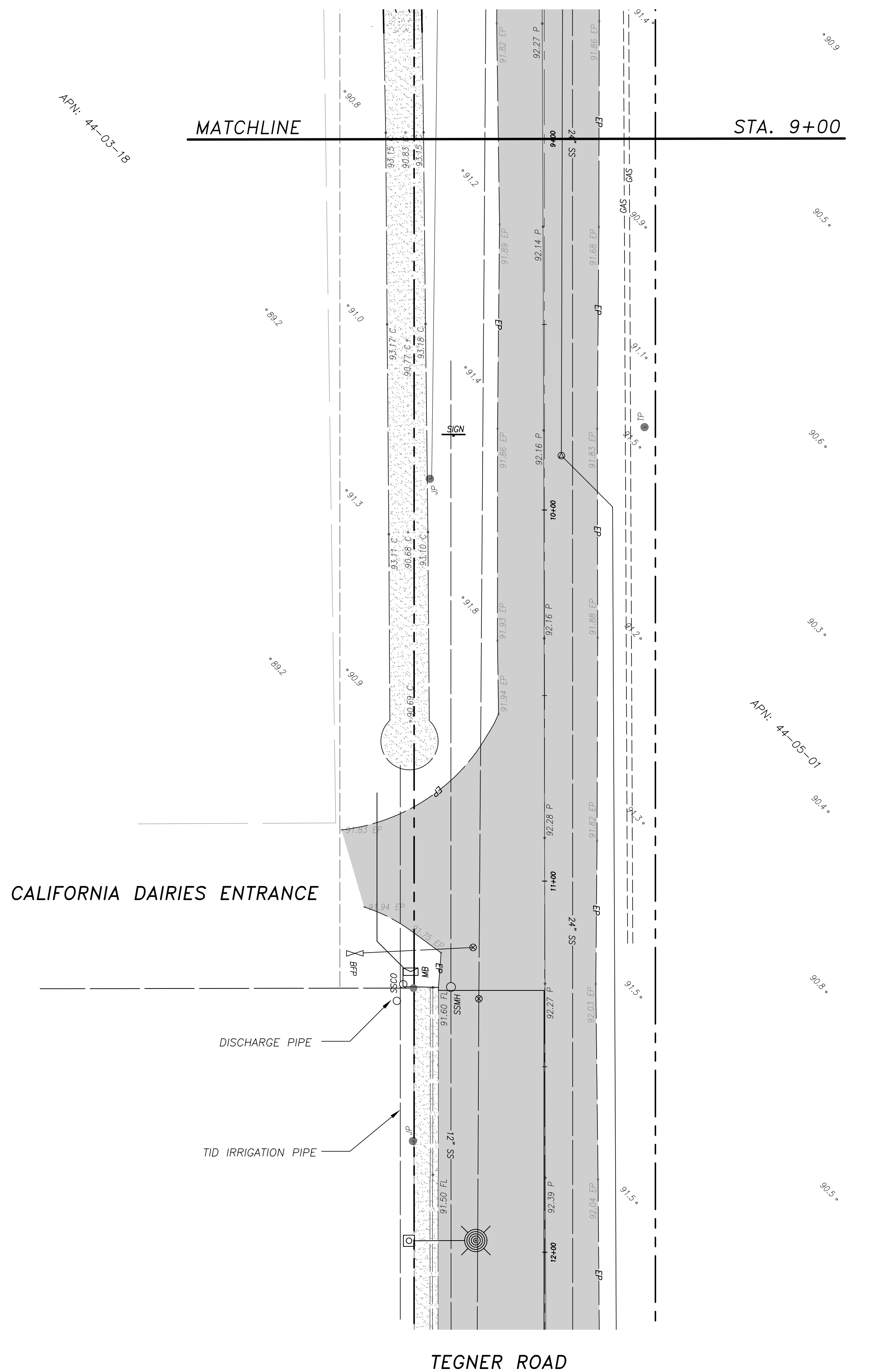
SSMH-4 INFO	
RIM ELEVATION	93.65
INVERT 30" W (IN)	78.45
INVERT 24" S (OUT)	78.38

SSMH-3 INFO	
RIM ELEVATION	93.56
INVERT 18" E (IN)	81.52
INVERT 24" W (IN)	78.80
INVERT 24" S (OUT)	78.80

FM SSMH-2 INFO (PRESSURE)	
RIM ELEVATION	93.43
INVERT 18" S (IN)	88.60
INVERT 18" E (IN)	88.60

SSMH-1 INFO	
RIM ELEVATION	92.73
INVERT S	82.45
INVERT 24" S (IN)	79.22
INVERT 24" N (IN)	78.13
INVERT 24" E (OUT)	77.91

WEST MAIN STREET



CALIFORNIA DAIRIES ENTRANCE

TEGNER ROAD

LEGEND

- EX. PAVEMENT
- EX. CONCRETE

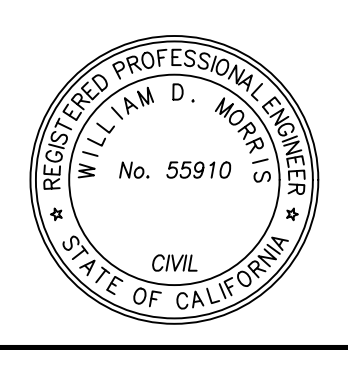
TOPOGRAPHY NOTES:

1. ALL ELEVATIONS REFER TO NAVD 88 DATUM, BENCHMARKS: AS SHOWN
2. ALL UTILITY INFORMATION SHOWN ON THIS MAP IS BASED UPON SURFACE EVIDENCE LOCATED IN THE FIELD AND THE RECORDS OF THE VARIOUS UTILITY COMPANIES.
3. ALL BOUNDARY INFORMATION SHOWN ON THIS MAP IS BASED UPON A FIELD SURVEY AND THE RECORD INFORMATION OF VARIOUS MAPS.



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

William D. Morris
WILLIAM D. MORRIS, RCE, PLS
CITY ENGINEER
10/9/2024
PLANS APPROVAL DATE



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


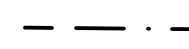
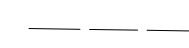
TOPOGRAPHY SURVEY
S. TEGNER ROAD ~ BEGIN TO STA. 12+00
CAPITAL PROJECT NO. 14-44
INTERSECTION IMPROVEMENTS AT
W. MAIN STREET AND S. TEGNER ROAD

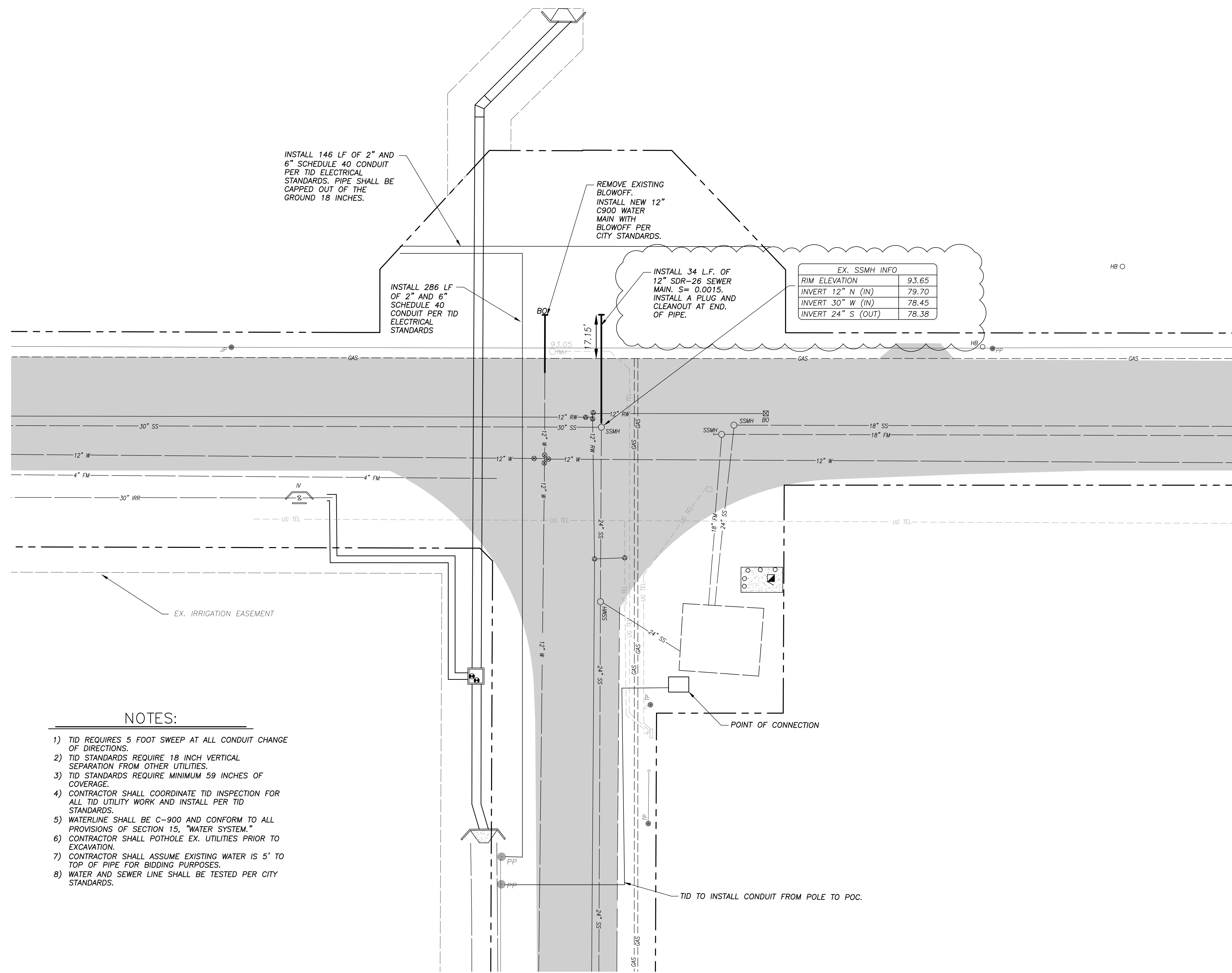
VERIFY SCALE
BAR IS 1" ON ORIGINAL DRAWING
1/4" 3/4" 1"
0 1/2"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: RJ
REV. BY: SF
CH. BY: WM
DATE: JULY 2, 2024
SCALE: 1" = 20'
14-44 BASE.dwg

SHEET
4
OF 22

LEGEND

-  PAVEMENT
-  RIGHT OF WAY
-  TID EASEMENT



INSTALL 146 LF OF 2\"/>

REMOVE EXISTING BLOWOFF. INSTALL NEW 12\"/>

INSTALL 286 LF OF 2\"/>

INSTALL 34 LF OF 12\"/>

EX. SSMH INFO	
RIM ELEVATION	93.65
INVERT 12\"/>	79.70
INVERT 30\"/>	78.45
INVERT 24\"/>	78.38

NOTES:

- 1) TID REQUIRES 5 FOOT SWEEP AT ALL CONDUIT CHANGE OF DIRECTIONS.
- 2) TID STANDARDS REQUIRE 18 INCH VERTICAL SEPARATION FROM OTHER UTILITIES.
- 3) TID STANDARDS REQUIRE MINIMUM 59 INCHES OF COVERAGE.
- 4) CONTRACTOR SHALL COORDINATE TID INSPECTION FOR ALL TID UTILITY WORK AND INSTALL PER TID STANDARDS.
- 5) WATERLINE SHALL BE C-900 AND CONFORM TO ALL PROVISIONS OF SECTION 15, "WATER SYSTEM."
- 6) CONTRACTOR SHALL POT HOLE EX. UTILITIES PRIOR TO EXCAVATION.
- 7) CONTRACTOR SHALL ASSUME EXISTING WATER IS 5' TO TOP OF PIPE FOR BIDDING PURPOSES.
- 8) WATER AND SEWER LINE SHALL BE TESTED PER CITY STANDARDS.



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

William D. Morris
WILLIAM D. MORRIS, RCE, PLS
CITY ENGINEER
10/9/2024
PLANS APPROVAL DATE



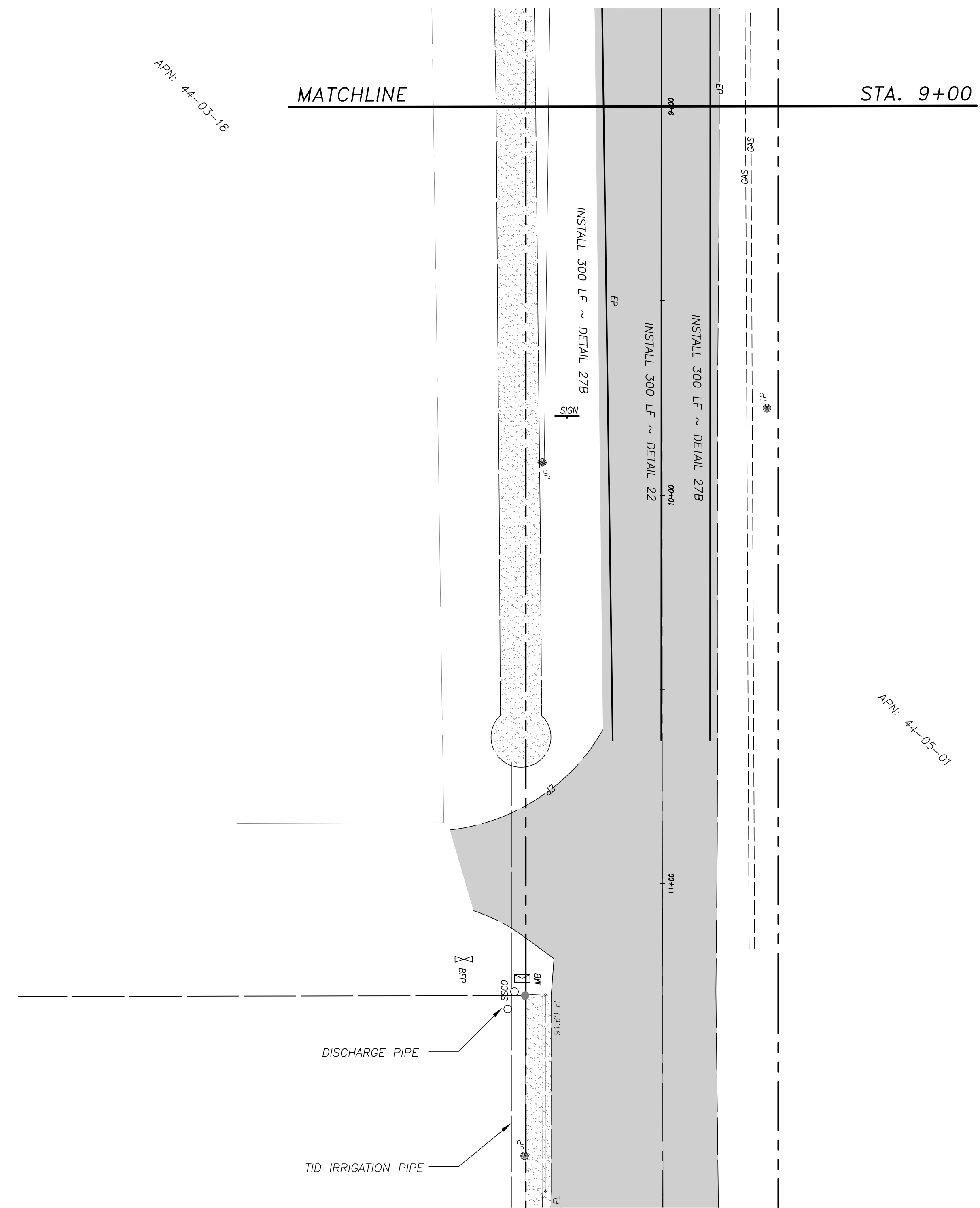
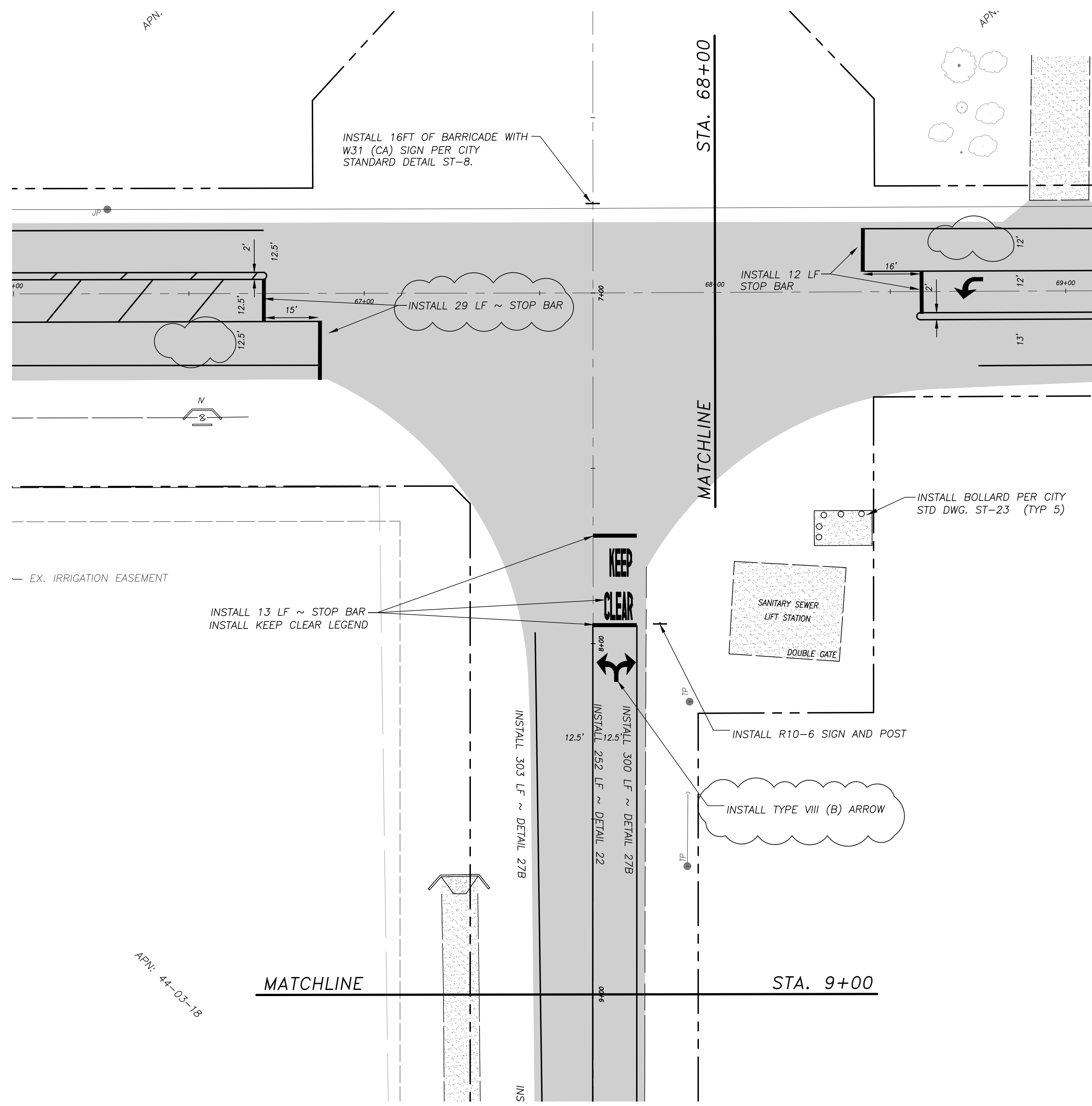
CITY OF TURLOCK
MUNICIPAL SERVICES DEPT.
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

UTILITY PLAN
CAPITAL PROJECT NO. 14-44
INTERSECTION IMPROVEMENTS AT
W. MAIN STREET AND S. TEGNER ROAD

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

DRAWN BY: RJ
REV. BY: SF
CH. BY: WM
DATE: JULY 2, 2024
SCALE: 1" = 30'
14-44 BASE.dwg

SHEET
13
OF 22



- NOTES:**
- SEE SHEET 14 FOR STRIPING NOTES.

LEGEND

- PAVEMENT
- EX. CONCRETE



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

William D. Morris
WILLIAM D. MORRIS, RCE, PLS
CITY ENGINEER
10/9/2024
PLANS APPROVAL DATE



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

STRIPING AND SIGN PLAN
S. TEGNER ROAD ~ BEGIN TO STA. 11+50
CAPITAL PROJECT NO. 14-44
INTERSECTION IMPROVEMENTS AT
W. MAIN STREET AND S. TEGNER ROAD

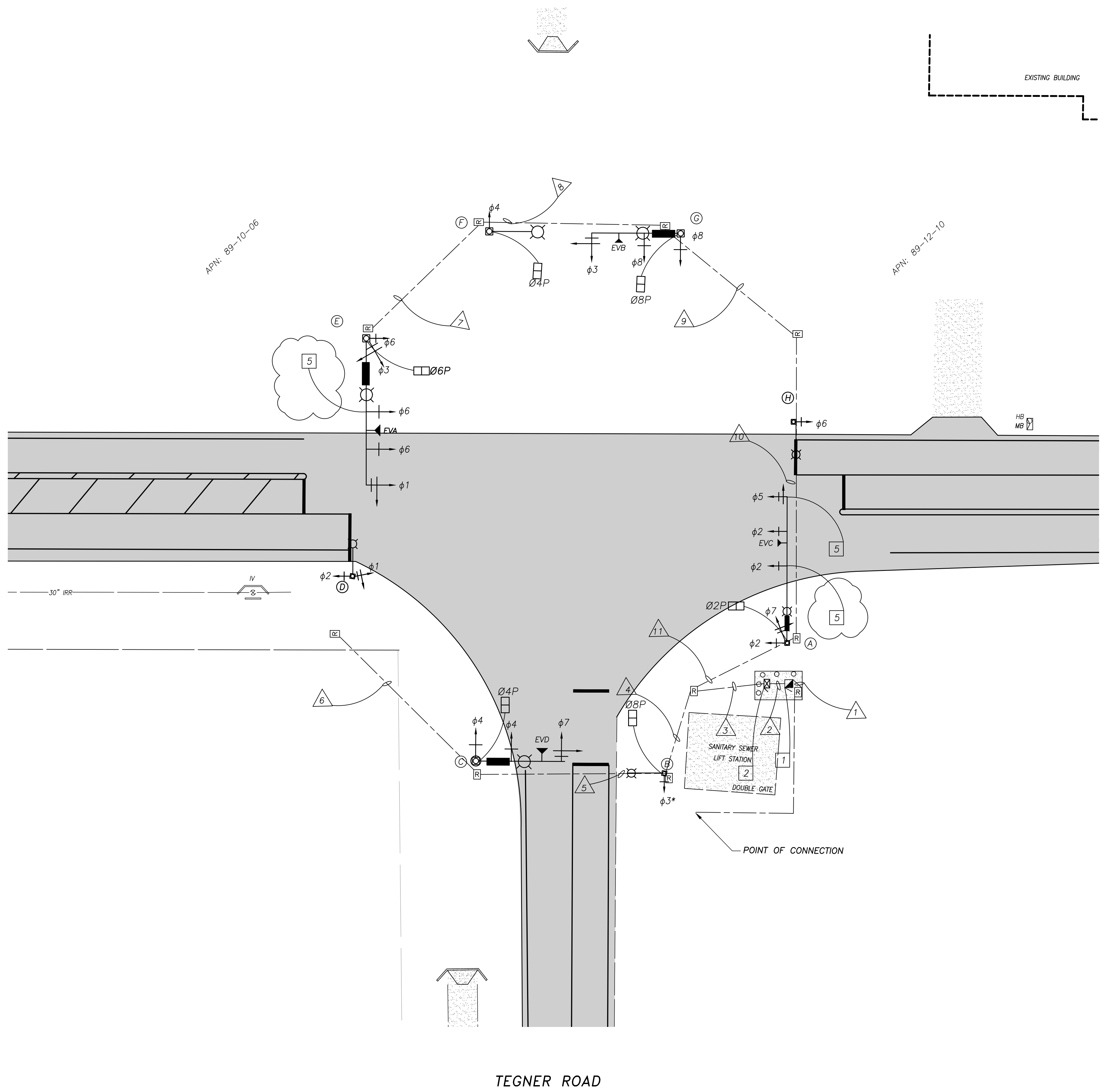
VERIFY SCALE
BAR IS 1" ON ORIGINAL DRAWING
0 1/4" 3/4" 1"
1/2"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: RJ
REV. BY: SF
CH. BY: WM
DATE: JULY 2, 2024
SCALE: 1" = 20'
14-44 BASE.dwg

SHEET
16
of 22

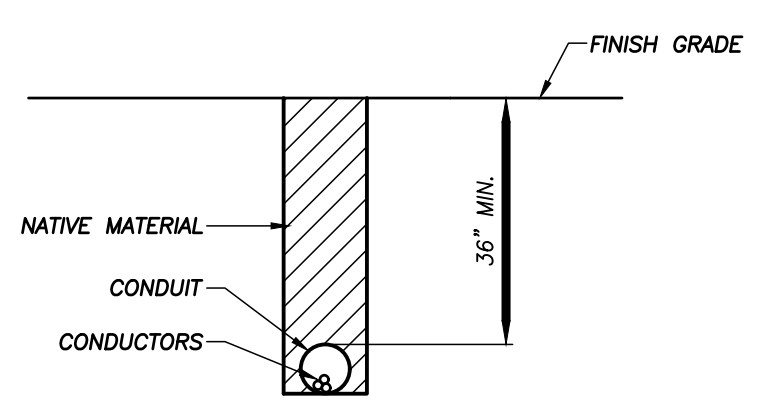
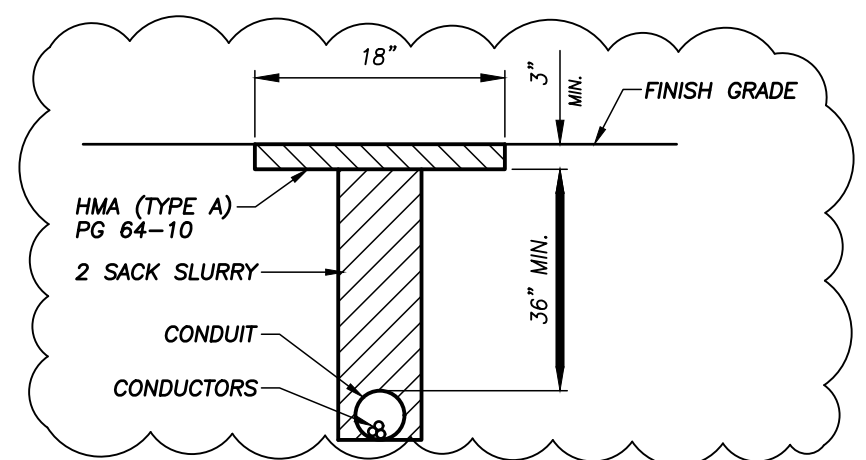
CONSTRUCTION NOTES

- 1 CONTRACTOR TO FURNISH AND INSTALL TYPE III-AF SERVICE EQUIPMENT ENCLOSURE FOR 120/240V SERVICE WITH THE FOLLOWING CIRCUIT BREAKERS: 100A, 240V, 3P MAIN; 50A, 120V, 1P SIGNALS; 30A, 120V, 1P LIGHTING; 15A, 120V, 1P ISSNS LIGHTING CONTROL; AND 15A, 120V, 1P ISSNS. INCLUDE ITEMS 1 - 8, 15 - 17 (16 AS MODIFIED) AND 20 - 25 OF THE 120/240V SERVICE WIRING DIAGRAM SHOWN ON THE STATE STANDARD PLAN ES-2D WITH PEU WINDOW.
- 2 CONTRACTOR TO FURNISH AND INSTALL MODEL 332 CONTROLLER CABINET, MODEL 2070 ATC CONTROLLER, MCCAIN OMNI EX LOCAL INTERSECTION CONTROL SOFTWARE, 20170-1C OF 2070-1E CPU MODULE, 2070-2A OR 2070-2E FIELD I/O MODULE, 2070-3B DISPLAY MODULE, 2070-4A POWER SUPPLY MODULE, 2070-7A ASYNCHRONOUS COMMUNICATION MODULE (DUAL RS-232), 2070-7G GPS TIME BASE MODULE, VEHICLE DETECTION CARDS, SWITCH PACKS AND ALL AUXILIARY EQUIPMENT NECESSARY TO OPERATE THE PHASING SEQUENCE AND EMERGENCY VEHICLE PREEMPTION SHOWN ON THE PLANS.
- 3 ELECTRICAL POINT OF CONNECTION IS A POLE MOUNTED TRANSFORMER. CITY TO ARRANGE FOR AND PAY FOR ELECTRICAL SERVICE TURLOCK IRRIGATION DISTRICT. CONTRACTOR SHALL INSTALL CONDUIT FROM POINT OF CONNECTION TO SERVICE PEDESTAL PER T.I.D.'S STANDARDS FOR AN "INDIVIDUAL UNDERGROUND ELECTRICAL FACILITY". REFER TO T.I.D. STANDARDS AVAILABLE ONLINE AT: WWW.TID.ORG/POWER/ENGINEERING-CONSTRUCTION
- 4 CONTRACTOR SHALL INSTALL ALL WIRES FOR FUTURE PEDESTRIAN PUSH BUTTONS AND COUNTDOWN HEADS. NO PUSH BUTTONS OR COUNTDOWN HEADS WILL BE INSTALLED WITH THIS PROJECT.
- 5 CONTRACTOR SHALL INSTALL ALL WIRES FOR FUTURE SIGNAL HEADS. THESE SIGNAL HEADS WILL NOT BE INSTALLED WITH THIS PROJECT.
- 6 CONTRACTOR SHALL INSTALL POLE C AND F PER PLAN, BUT NOT ACTIVATED AT THE CABINET. THESE POLES ARE DESIGNED FOR THE FUTURE FULL BUILD OUT OF THE ROAD.



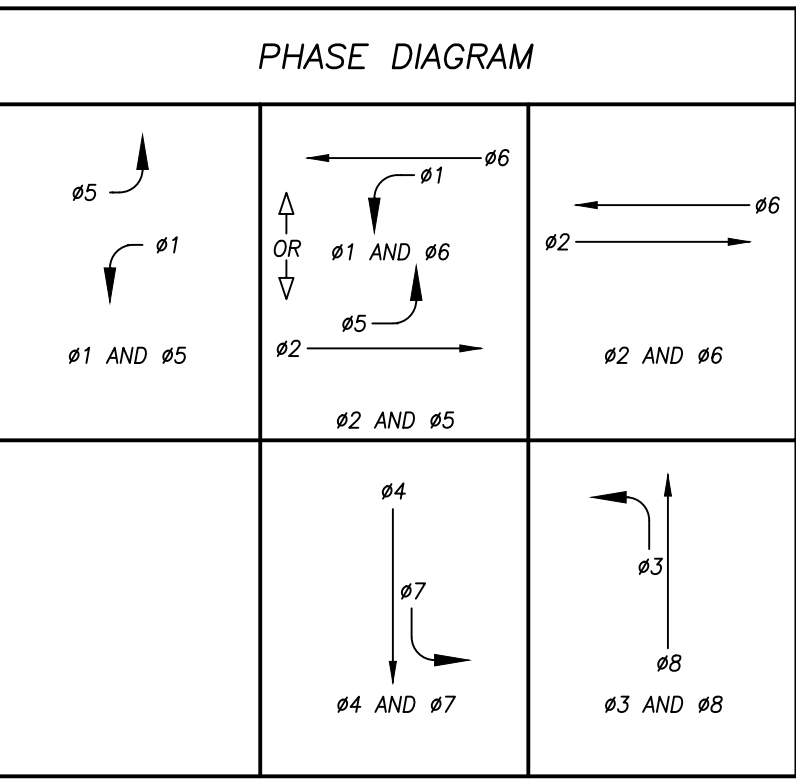
WEST MAIN STREET

TEGNER ROAD



EMERGENCY VEHICLE PREEMPTION	
EV(A) =	PHASE 2
EV(B) =	PHASE 8
EV(C) =	PHASE 6
EV(D) =	PHASE 4
FLASHING OPERATION: ALL RED	

CONDUIT TRENCH DETAIL (ROAD) CONDUIT TRENCH DETAIL (SHOULDER)



- GENERAL NOTES
- THIS PLAN IS SCHEMATIC FOR ELECTRICAL WORK ONLY.
 - CITY STAFF SHALL COORDINATE WITH THE TURLOCK IRRIGATION DISTRICT FOR REMOVAL OF AERIAL UTILITIES ON UTILITY POLES IN CONFLICT WITH PROPOSED WORK. CONTRACTOR SHALL CONFIRM HEIGHT OF OVERHEAD ELECTRICAL WIRE OF RELOCATED FACILITIES AND ADJUST THE LENGTH OF SIGNAL POLE ALTERNATIVE SECTION TO PROVIDED A MINIMUM 6' CLEARANCE FROM POWER LINES TO LUMINAIRE AND/OR SIGNAL MAST ARM PER CPUC GENERAL ORDER 95.
 - ALL WORK SHALL CONFORM TO THE CURRENT EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND PLANS.
 - EXISTING FACILITIES SHOWN ARE FROM EXISTING FACILITIES LOCATED IN THE FIELD OR FROM RECORD DATA. CONTRACTOR SHALL CONTACT U.S.A. TO DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES AND SHALL PROVIDE PROTECTION PRIOR TO AND DURING ALL TRENCHING, JACKING OR BORING OPERATIONS.
 - ALL VEHICLE SIGNAL HEADS SHALL BE 12 INCH INDICATIONS WITH TUNNEL VISORS AND BACK PLATES WITH REFLECTIVE YELLOW BORDERS.
 - ALL TRAFFIC SIGNAL PULL BOXES SIZE SHALL BE NO. 6 UNLESS OTHERWISE NOTED ON THE PLANS.
 - TRAFFIC SIGNAL BOXES ADJACENT TO STANDARDS SHALL BE PLACED WITH A 3 FOOT CLEARANCE FROM SIDE OF FOUNDATION.
 - TRAFFIC SIGNAL BOXES INSTALLED IN THE ROADWAY OR SHOULDER SHALL BE INSTALLED AS PER CALTRANS DRAWING ES-88, "ELECTRICAL SYSTEMS (TRAFFIC PULL BOX)".
 - ALL CONDUIT SHALL BE A MINIMUM OF 36 INCHES BELOW TOP OF ASPHALT, CONCRETE, OR NATIVE SURFACES.
 - ALL SIGNAL FACES AND PEDESTRIAN SIGNAL FACES SHALL BE L.E.D.
 - HIGHWAY SAFETY LIGHTING SHALL HAVE IV PHOTOELECTRIC CONTROL.
 - ISSNS SHALL BE TITLE CASE, HIGHWAY GOTHIC D FONT. UPPERCASE LETTER SHALL BE 12" IN HEIGHT. LOWERCASE LETTER SHALL BE 9" IN HEIGHT. BACKGROUND SHALL BE BLUE.
 - MODEL 332 FOUNDATION DETAIL SH ES-3C SHALL BE MODIFIED TO PROVIDE A 24" WIDE RAISED SIDEWALK AREA ON BOTH SIDES OF THE 332 CABINET.



NOTE:
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William D. Morris
WILLIAM D. MORRIS, RCE, PLS
CITY ENGINEER
10/9/2024
PLANS APPROVAL DATE



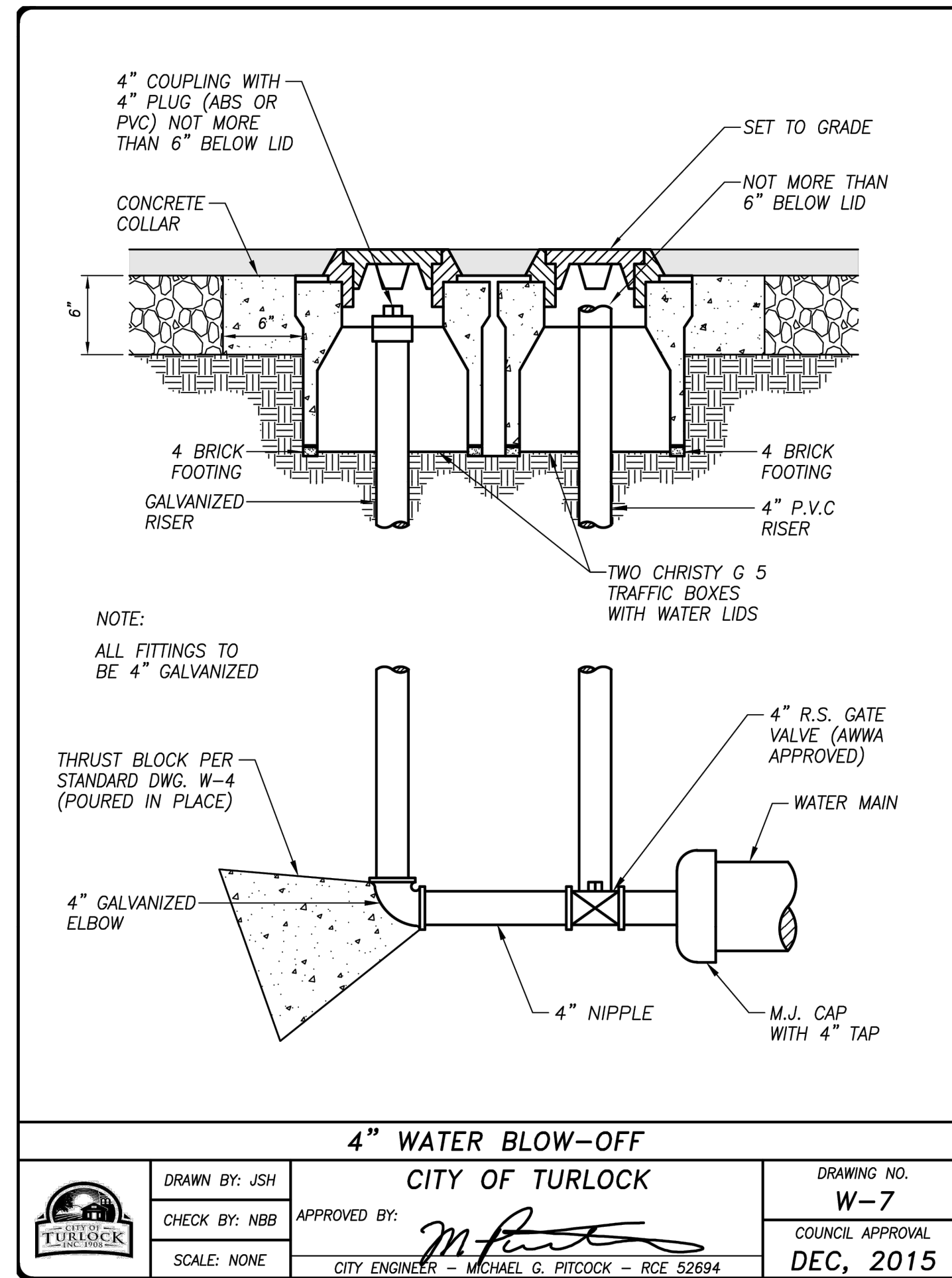
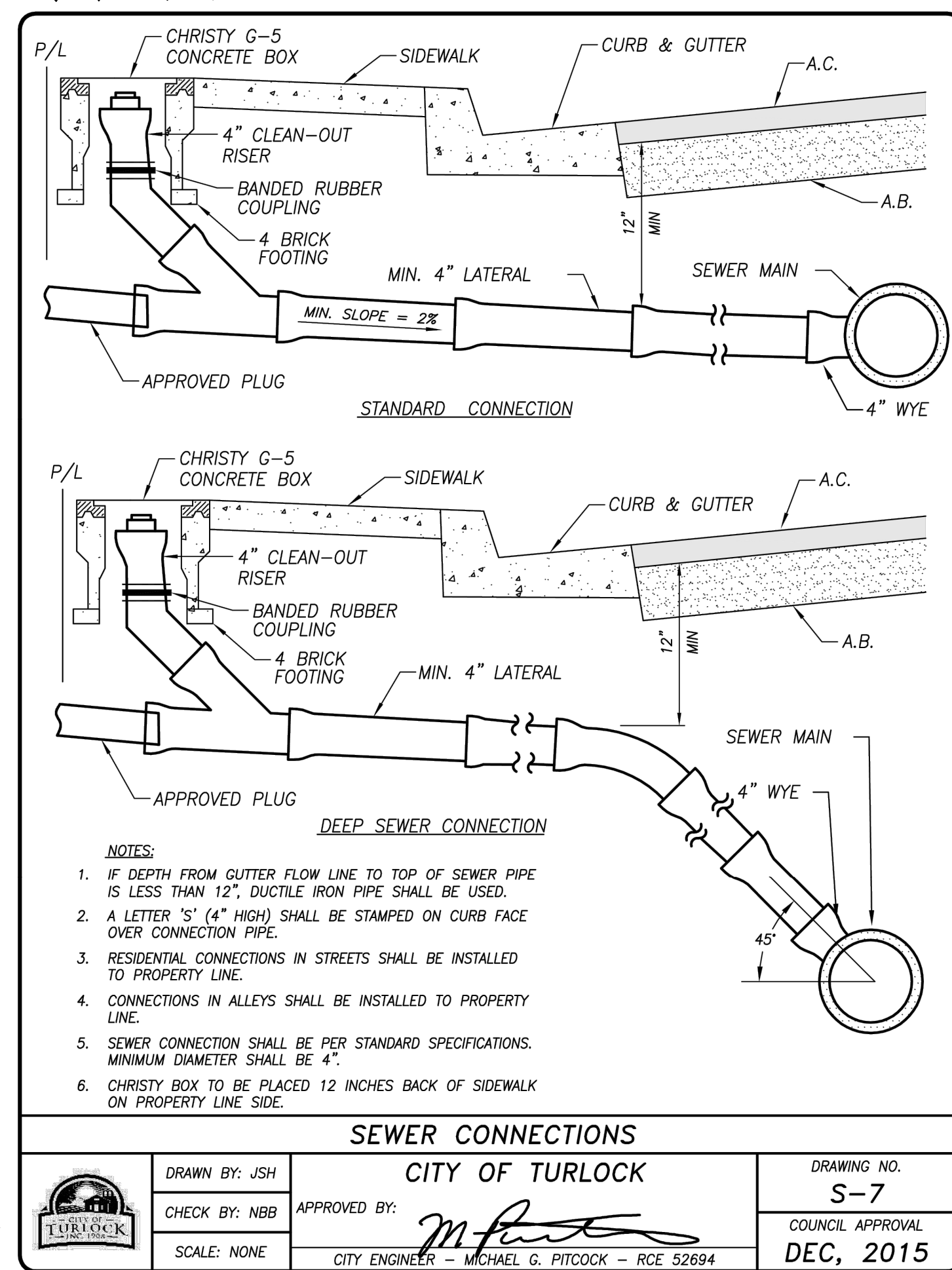
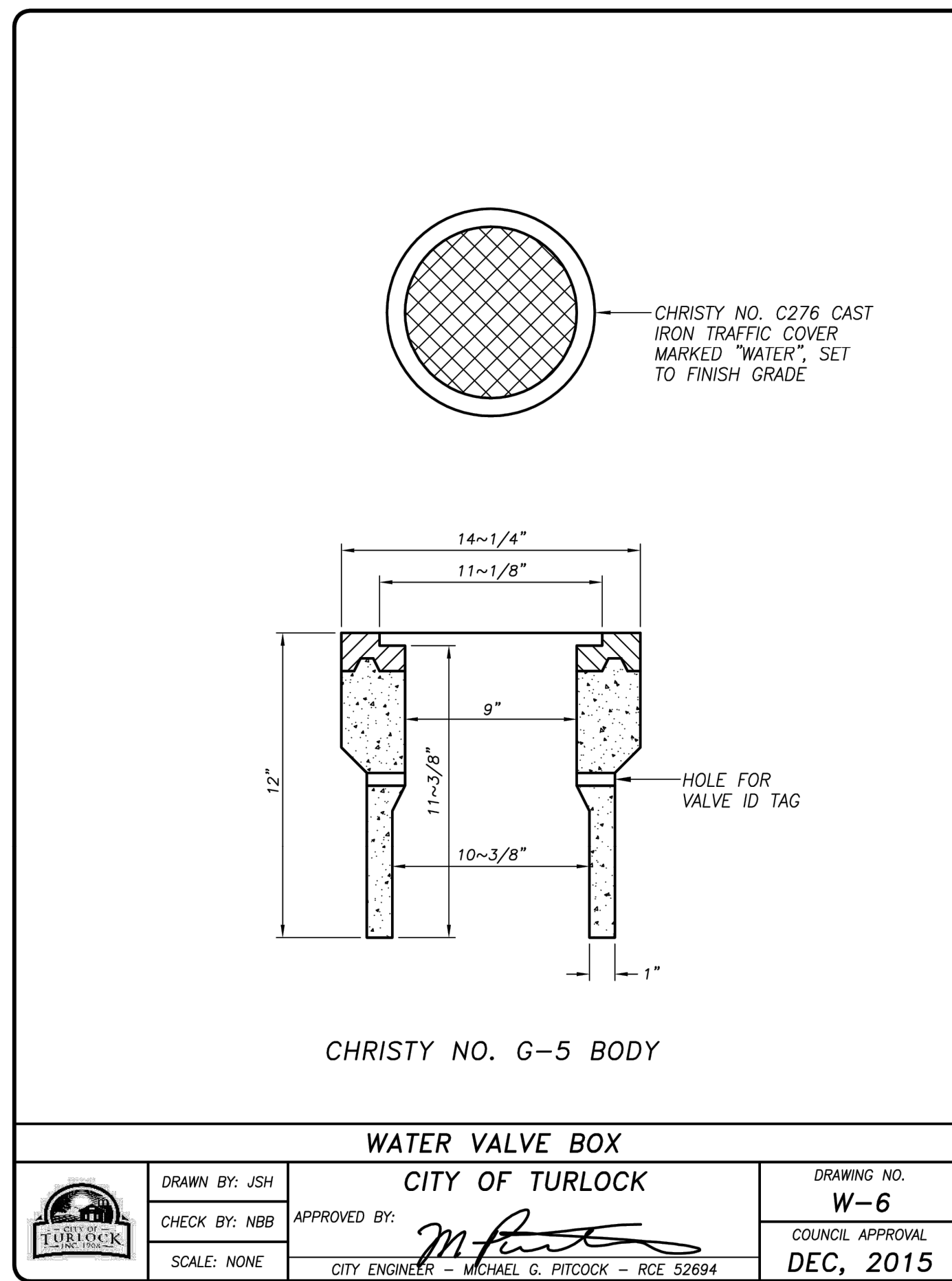
CITY OF TURLOCK
MUNICIPAL SERVICES DEPT.
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

TRAFFIC SIGNAL PLAN
CAPITAL PROJECT NO. 14-44
INTERSECTION IMPROVEMENTS AT
W. MAIN STREET AND S. TEGNER ROAD

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

DRAWN BY: RJ
REV. BY: SF
CH. BY: WM
DATE: JULY 2, 2024
SCALE: 1" = 20'
14-44 BASE.dwg

SHEET
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of 22



SANITARY SEWER DATA

CITY OF TURLOCK

DRAWN BY: JSH
CHECK BY: NBB
SCALE: NONE

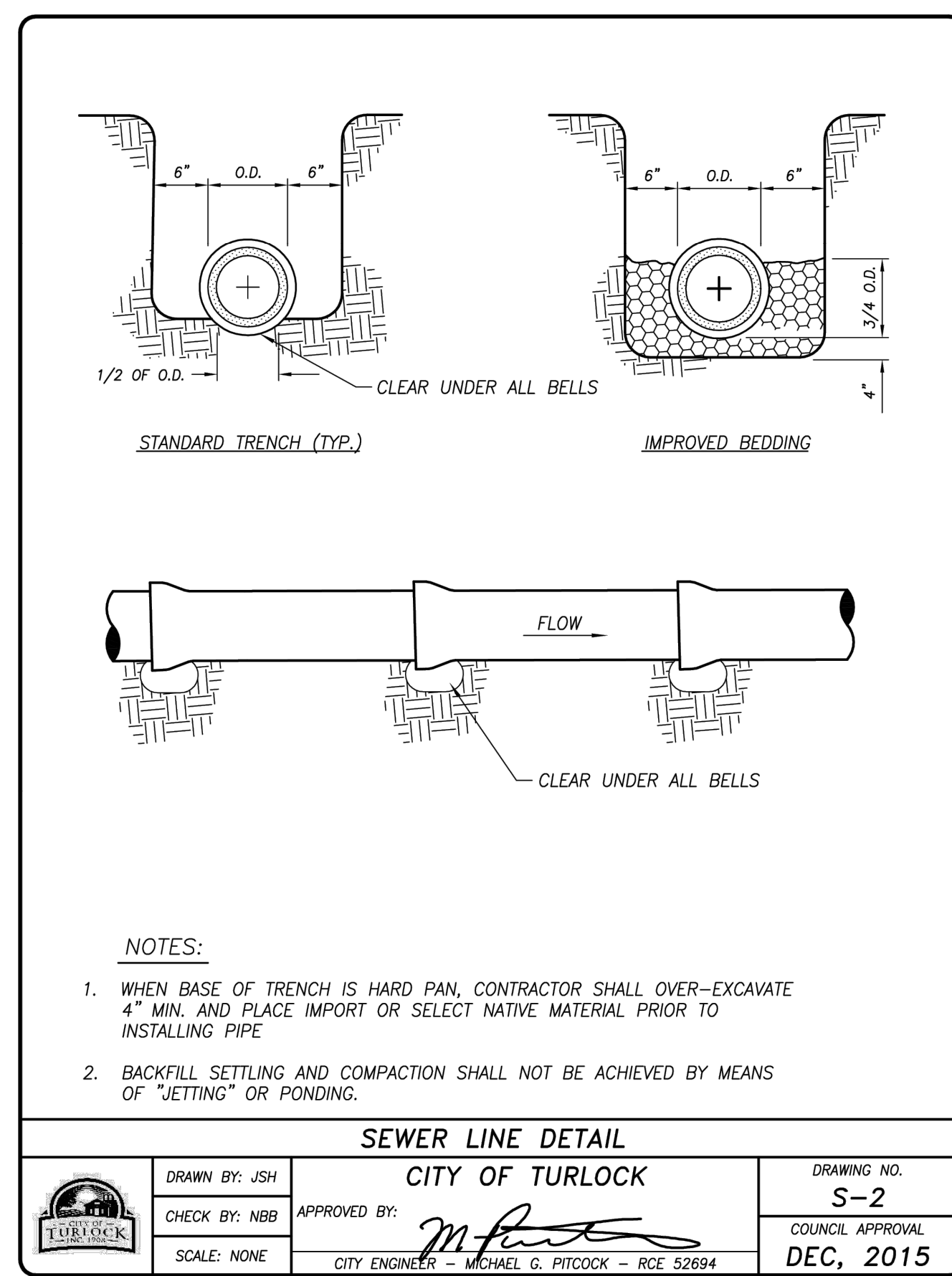
APPROVED BY: *M. Furt*
CITY ENGINEER - MICHAEL G. PITCOCK - RCE 52694

DRAWING NO. S-1
COUNCIL APPROVAL DEC, 2015

PIPE SIZE	MIN. SLOPE
8" DIA.	0.0024
10" DIA.	0.0018
12" DIA.	0.0015
15" DIA.	0.0011
18" DIA.	0.0009
>18" DIA.	PROVIDE CALCS

NOTES:

- MINIMUM COVER SHALL BE 30 INCHES.
- MANHOLES SHALL BE INSTALLED AT THE END OF ALL LINES, WHERE SEWERS INTERSECT, AT CHANGES IN LINE SIZE OR MATERIAL AND AT SERVICE CONNECTIONS LARGER THAN 4" IN DIAMETER.
- ALL SERVICE CONNECTIONS TO SEWERS SHALL BE MADE AT WYES.
- THE ENGINEERING DIVISION SHALL BE SUPPLIED WITH AN "AS-BUILT" PLAN SHOWING LOCATION OF ALL LATERALS AND INVERT ELEVATIONS.
- A MANHOLE SHALL BE INSTALLED AT ALL CONNECTIONS TO A TRUNK LINE.



THRUST BLOCK SIZE

PIPE DIAMETER (INCHES)	HORIZONTAL BEND		WEIGHT AT VERTICAL BENDS (LBS.)
	SURFACE AREA (S.F.)	THICKNESS (INCHES)	
22° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,600
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD-ENDS			
6 OR LESS	3	12	
8	4	15	
10	6	18	
12	8.5	18	
14	11.5	24	
16	16	24	

NOTES:

- ALL MECHANICAL FITTINGS AND VALVES SHALL BE WRAPPED IN PLASTIC AND PROTECTED FROM CONCRETE.
- THE CITY ENGINEER WILL CONSIDER REDUCTION OF THRUST BLOCK SURFACE AREA UPON SUBMITTAL OF APPROVED SOIL RESISTANT TEST RESULTS GREATER THAN 2,000 LBS/SQ. FT.
- IF LINES CONFLICT WITH CONC. KICKER, THEN GRIP RINGS ONLY SHALL BE USED. IN OTHER SITUATIONS, GRIP RINGS MAY BE UTILIZED AT THE DISCRETION OF THE CITY ENGINEER.

THRUST BLOCKS

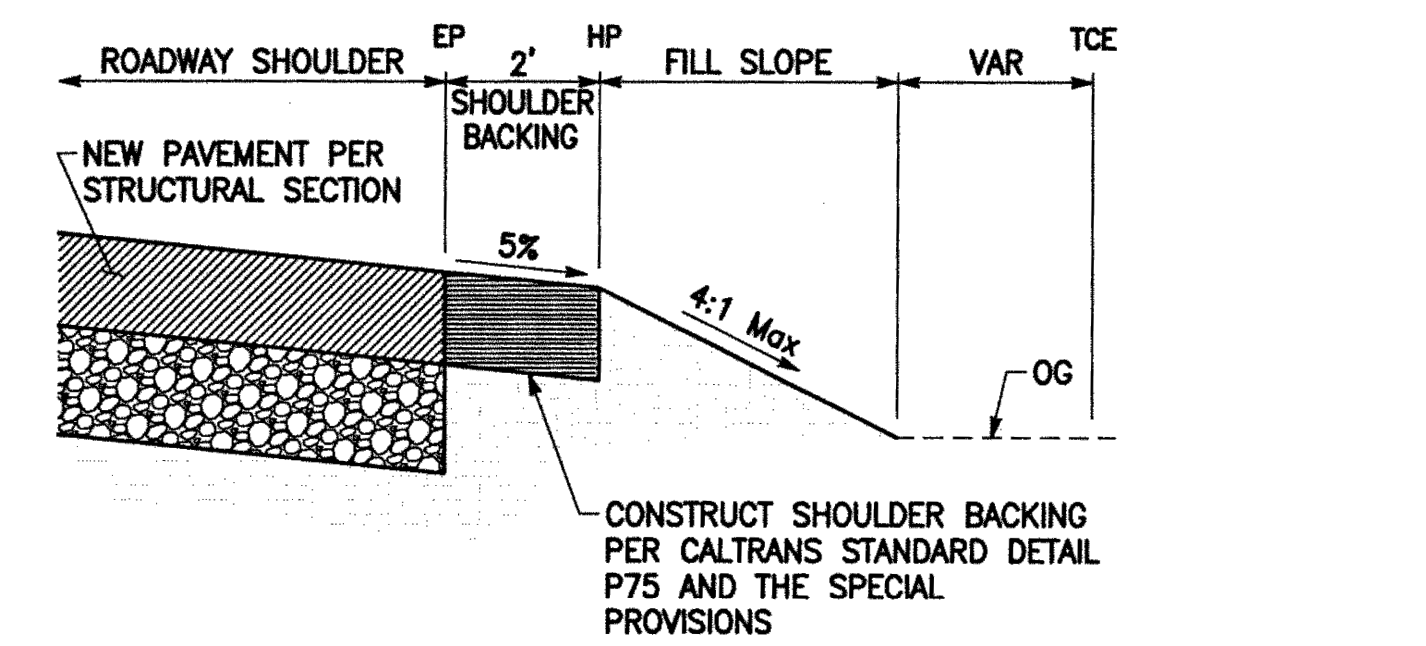
CITY OF TURLOCK

DRAWN BY: JSH
CHECK BY: NBB
SCALE: NONE

APPROVED BY: *M. Furt*
CITY ENGINEER - MICHAEL G. PITCOCK - RCE 52694

DRAWING NO. W-4
COUNCIL APPROVAL DEC, 2015

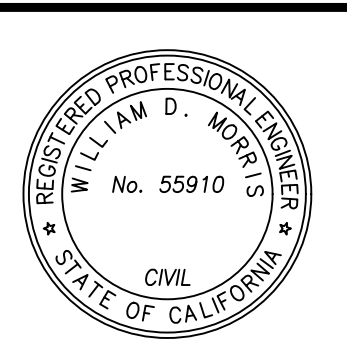
CONSTRUCTION SIGN WAS ALL TWO PAGES. SEE SHEET 20 FOR SIGN DETAILS.



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William D. Morris
WILLIAM D. MORRIS, RCE, PLS
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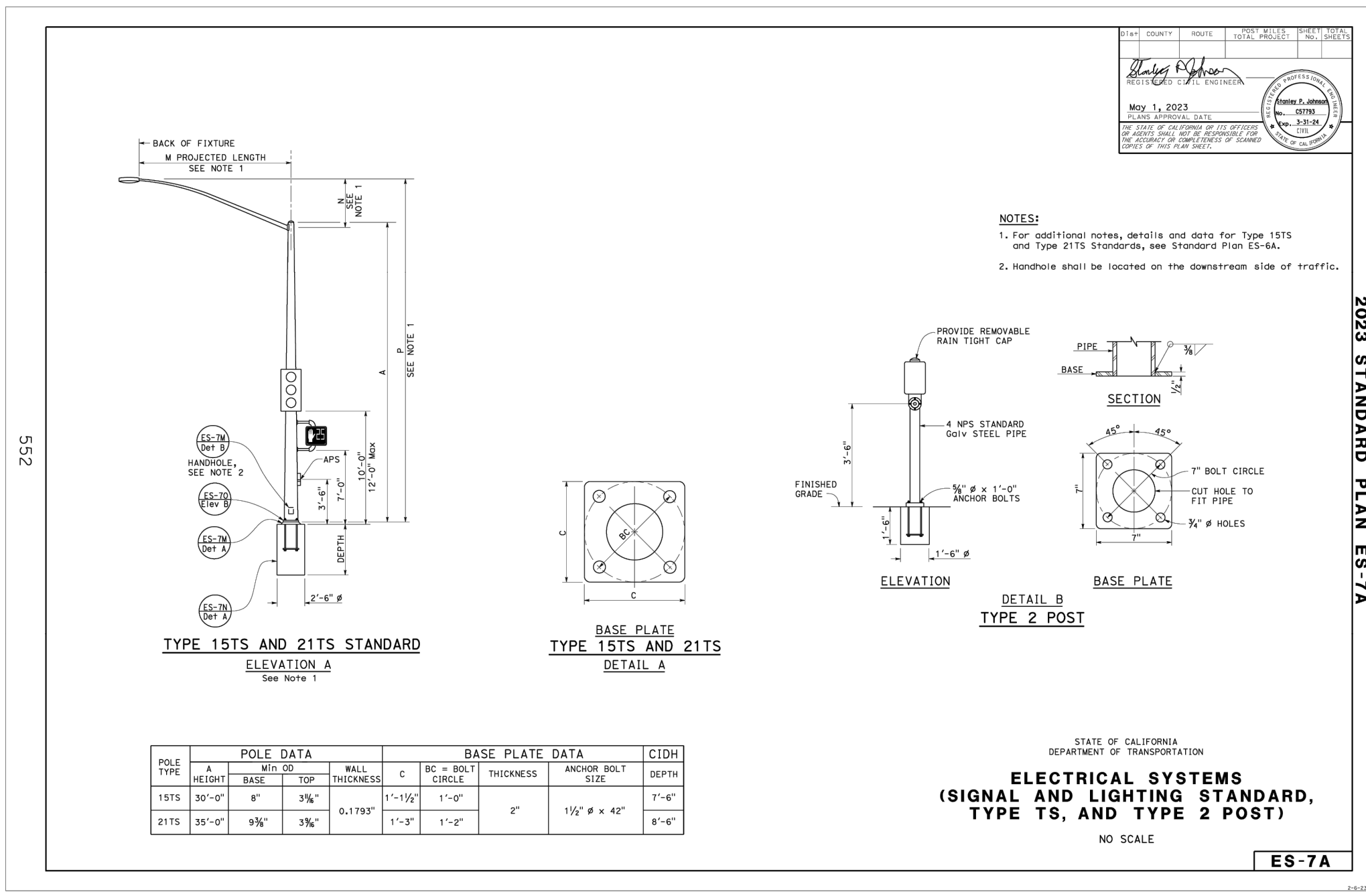
CONSTRUCTION DETAILS
CAPITAL PROJECT NO. 14-44
INTERSECTION IMPROVEMENTS AT
W. MAIN STREET AND S. TEGNER ROAD

VERIFY SCALE
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0 1/2"

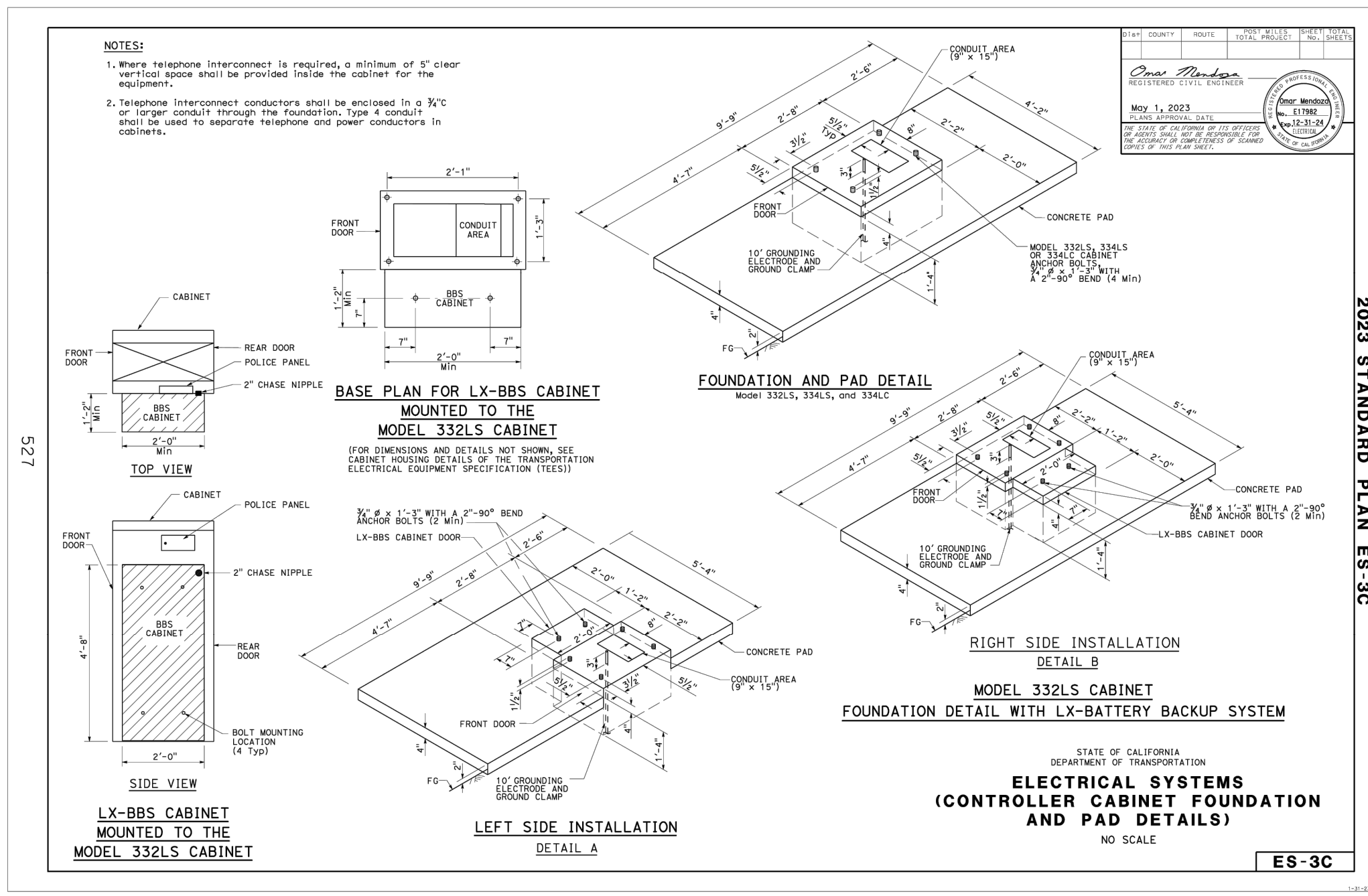
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: RJ
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DATE: JULY 2, 2024
SCALE: SCALE
14-44 BASE.dwg

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of 22

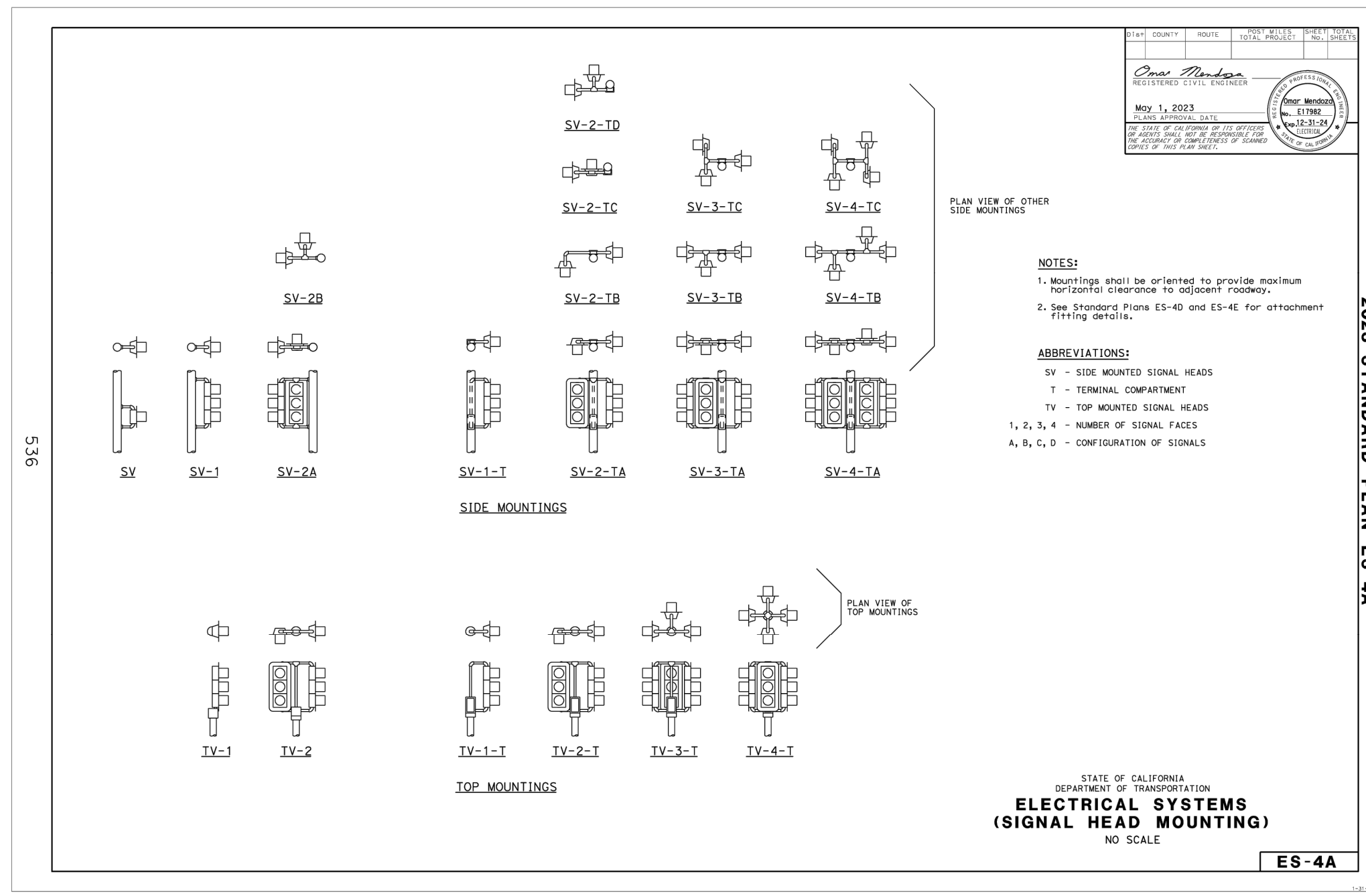


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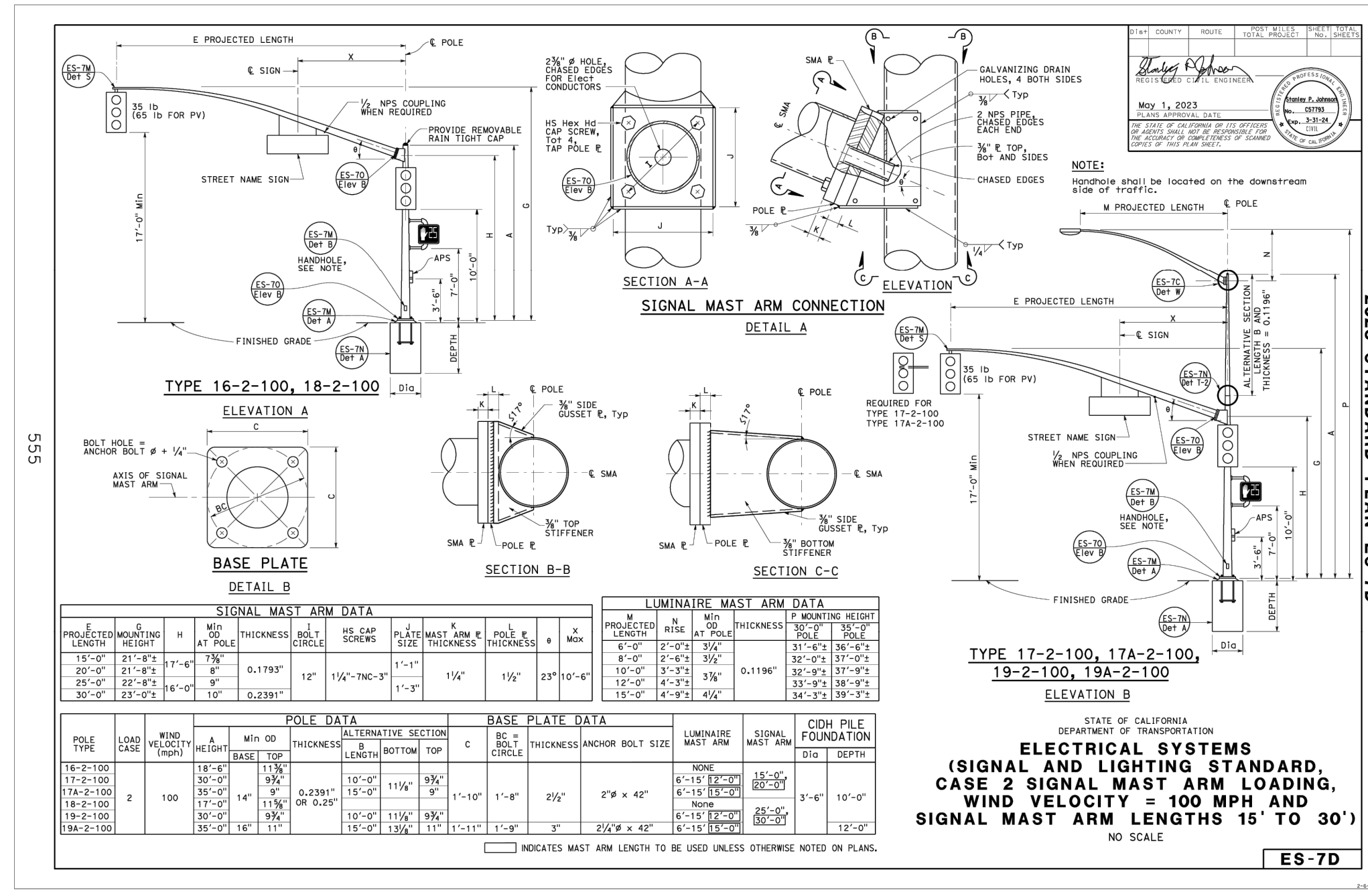


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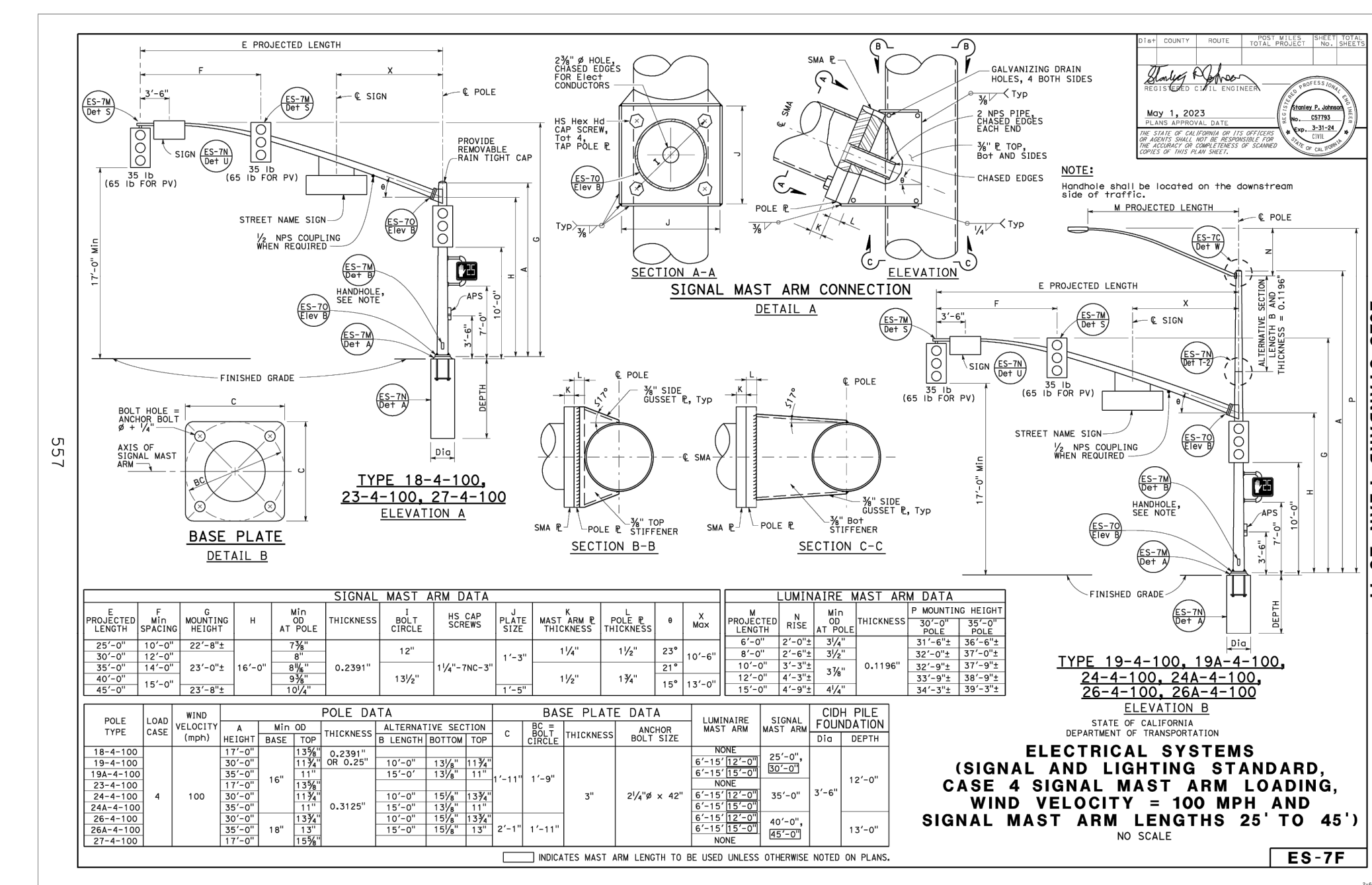
COUNTDOWN PEDESTRIAN HEADS ARE NOT INCLUDED IN THE SCOPE, ONLY THE WIRING.



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