



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

FOR CONSTRUCTION ON
Project No: 14-28

**Intersection Improvements at
North Golden State Boulevard and Fulkerth Road
FEDERAL PROJECT: CML-5165(080)**

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-5599 ext 4417
Contact Person: Stephen Fremming

Michael G. Pitcock, PE
Development Services Director/City Engineer

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Thursday, January 12, 2017
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380



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AGREEMENT (SAMPLE, FROM PRIOR PROJECT)

CITY OF TURLOCK, CALIFORNIA

NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Thursday, January 12th, 2017, for:

City Project No. 14-28 Intersection Improvements at North Golden State Boulevard and Fulkerth Road

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

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

An Optional Pre-Bid meeting will be held on Thursday, January 5th, 2:00 PM at Turlock City Hall, 156 S. Broadway Turlock, CA 95380. One of the purposes of the pre-bid meeting is to familiarize bidders with the project, address the DBE goals for the project, as well as give potential DBE sub-contractors a chance to discuss sub-contracting opportunities with the prime contractors who intend to bid.

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

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

1. A-General Engineering Contractor

The DBE contract goal is: 18%

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

Each proposal must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond, the proposed form of which is on file in the office of the City Engineer of said City and to which special reference is hereby made in a sum not less than ten percent (10%) of the total amount bid, payable to the City of Turlock as liquidated damages in the case the bidder is awarded the contract and fails within ten (10) days after the date of mailing to him by the City Engineer of a notice

of award of the contract and that the contract is ready for signature to execute the above-mentioned written contract and file with the City Engineer satisfactory insurance certificates as required by the terms of said contract and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of material, men and laborers. Special reference is hereby made to Sections 5100, et. seq., of the Public Contracts Code of the State of California and to the proposed forms for said bonds now on file in the office of the said City Engineer for further particulars regarding bonds.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements referenced in the Bid book. The federal wage rates can be found at the following website: <http://www.wdol.gov/dba.aspx> If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

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

Each bid shall separately state in figures the price offered for the approximate quantity of each item set forth and shall also state in words and figures the total contract price. Quantities set forth in the

proposal form and in the specifications are approximate only, being given as a basis for comparison of bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the City Engineer.

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

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

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site at <http://www.cityofturlock.org/capitalprojects/projectsouttobid/> or purchased for a non-refundable fee of **Seventy Five dollars (\$75)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to **<http://www.cityofturlock.org/capitalprojects>**

The City of Turlock requires that Contractors take affirmative steps to comply with Executive Orders 11625, 12432 and 12138, and 34 CFR 85.36(e). Every feasible opportunity for minority and women's business enterprises to participate in procedures for gaining contracts and subcontracts shall be provided by each responsible Bidder submitting a proposal.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

DATED: 12/12/16

CITY OF TURLOCK

By: 

Michael G. Pitcock, PE
Development Services Director / City Engineer

PROPOSAL

Project No. 14-28

Intersection Improvements at North Golden State Boulevard and Fulkerth Road

City of Turlock, California

DATED: _____

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

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

- Proposal, pages 5 - 24;

The apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit Exhibit 15-G “Construction Contract DBE Commitment” form, included in the Bid book, no later than 4:00 p.m. on the 4th business day after bid opening. Failure to submit Exhibit 15-G and Exhibit 15-H, as applicable, by the time specified shall render a proposal non-responsive.

Exhibit 17-O, “Disadvantaged Business Enterprise (DBE) Certification Status Change” shall be used only as applicable by the awarded contractor, and is not required to be submitted with the proposal.

Exhibit 12-B, “Bidders List of Subcontractors (DBE and non-DBE)” shall be completed by all bidders and turned into the City of Turlock within seven days after the bid opening. Failure to submit Exhibit 12-B shall not be grounds for non-responsiveness.

Exhibit 17-F, “Final Report-Utilization of DBE and First-Tier Subcontractors” shall be completed by the awarded contractor once the work is complete, and is not required to be submitted with the proposal.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDING FORM

PROJECT TITLE: Intersection Improvements at North Golden State
Boulevard and Fulkerth Road

CITY PROJECT NO.: 14-28

OPENING DATE: January 12, 2017

OPENING TIME: 2:00 PM

CONTRACTOR'S NAME:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Traffic management plan	LS	1		
3	Erosion Control	LS	1		
4	Construction Project Sign	EA	2		
5	Construction Area Signs	LS	1		
6	Remove existing facilities	LS	1		
7	Railroad relations	LS	1		
8	Kinder Morgan relations	LS	1		
9	Lead Compliance Plan	LS	1		
10	Pothole existing underground facilities	LS	1		
11	Fencing	LS	1		
12	Earthwork	LS	1		
13	Fire hydrant assembly	EA	1		
14	Storm drain pipe (12")	LF	64		
15	Trench Patch	SY	72		
16	Storm Drain Catch Basin	EA	2		
17	Modify Existing Storm Drain Catch Basin	EA	1		
18	Minor concrete (Sidewalk)	SF	5385		
19	Minor concrete (Commercial alley approach)	SF	661		
20	Minor concrete (Exposed aggregate median island)	SF	3611		
21	Minor concrete (Pedestrian island)	SF	1513		
22	Minor concrete (Vertical curb)	LF	1878		
23	Minor concrete (Curb and gutter)	LF	807		
24	Minor concrete (W. Hawkeye Ave. curb opening)	LF	26		
25	Access ramp	EA	4		
26	Detectable warnings	EA	12		
27	Aggregate base	CY	519		
28	Grinding (Cold plane method)	SY	14031		
29	Adjust frames and covers to grade	EA	3		

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
30	Header board	LF	0		
31	Tack coat	SY	14100		
32	Pavement reinforcing fabric	SY	14100		
33	Hot mix asphalt	TN	2655		
34	Temporary pavement striping	LS	1		
35	Detail 10	LF	2596		
36	Detail 23	LF	108		
37	Detail 26	LF	967		
38	Detail 27B	LF	450		
39	Detail 37B	LF	510		
40	Detail 38	LF	1011		
41	Detail 38A	LF	982		
42	Detail 39	LF	1420		
43	Detail 39A	LF	338		
44	Detail 40A	LF	605		
45	Thermoplastic pavement markings	SF	1221		
46	Thermoplastic traffic stripe (12" white)	LF	204		
47	Thermoplastic traffic stripe (24" white)	LF	101		
48	Thermoplastic crosswalk (24" white)	SF	2716		
49	Roadside sign	EA	21		
50	Sign on mast arm	EA	2		
51	Signals, Lighting, and Electrical Systems	LS	1		
Base Bid Subtotal**					

**The award of the contract will be based on the lowest base bid from a responsible bidder

TOTAL BASE BID WRITTEN IN FIGURES: \$ _____

TOTAL BASE BID WRITTEN IN WORDS: _____

Bid Alternate No. 1 - Substitute rubberized HMA in place of traditional HMA. 2" depth RHMA in overlay areas and 6" depth RHMA in reconstruct areas. Delete Pavement Fabric.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
A1	Bid Alternate No. 1 - Rubberized Hot Mix Asphalt	TON	2655		
Bid Alternate No. 1 Subtotal (sum of bid items 1-31, 34-51, A1)					

BID ALT. NO. 1 WRITTEN IN WORDS: _____

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
A2.1	Additive Bid Alternate No. 2 - Filter fabric in storm drain infiltration swale	SY	1097		
A2.2	Additive Bid Alternate No. 2 - Cobbles in storm drain infiltration swale	LS	1		
Additive Bid Alternate No. 2 Subtotal					

ADDITIVE BID ALT. NO. 2 WRITTEN IN WORDS: _____

Bidder has examined and carefully studied the Bidding documents and other related data

ADDENDA

Date _____	Signed _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____

(Number)

(Street)

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: _____

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

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

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

X _____
(Bidder's Signature) (Date)

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

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

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

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

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

DATED: _____, 20____

Address: _____

Phone: _____

X _____
Signature of Bidder

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

AFFIDAVIT

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

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

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

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

(AFFIX SEAL)

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

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

Contractor's mailing address: _____

Contractor's telephone number: _____

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

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

Date of Inspection: _____

List at least four projects completed as of recent date:

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

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

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

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

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Dollars (\$ _____).

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

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

for **Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and
Fulkerth Road"**

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

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

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

BIDDER

_____(SEAL)
(Bidder's Name and Corporate Seal)

(Signature)

(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

_____(SEAL)
(Surety's Name and Corporate Seal)

(Signature)

(Print Name and Title)

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

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS
PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF
THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to
the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that,
where required, he has filed with the Joint Reporting Committee, the Director of the Office of
Federal Contract Compliance, a Federal Government contracting or administering agency, or the
former President's Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed
subcontractors only in connection with contracts and subcontracts which are subject to the
equal opportunity clause. Contracts and subcontracts which are exempt from the equal
opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts
of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or
their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract
or subcontract subject to the Executive Orders and have not filed the required reports should
note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such
contractor submits a report covering the delinquent period or such other period specified by
the Federal Highway Administration or by the Director, Office of Federal Contract
Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF TURLOCK
DEPARTMENT DEVELOPMENT SERVICES.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year ____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Turlock 2. Contract DBE Goal: 18%
 3. Project Description: Intersection Improvements at North Golden State Boulevard and Fulkerth Road
 4. Project Location: North Golden State Boulevard and Fulkerth Road
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				<div style="display: flex; justify-content: space-between;"> \$ % </div> <p>15. TOTAL CLAIMED DBE PARTICIPATION</p> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p>
21. Local Agency Contract Number: <u>14-28</u>				
22. Federal-Aid Project Number: <u>CML-5165(080)</u>				
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature _____		26. Date _____		
27. Local Agency Representative's Name _____		28. Phone _____		
29. Local Agency Representative's Title _____		20. Preparer's Title _____		
		16. Preparer's Signature _____		
		17. Date _____		
		18. Preparer's Name _____		
		19. Phone _____		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE Information - Good Faith Efforts

The City of Turlock established a Disadvantaged Business Enterprise (DBE) goal of 18% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided.
Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

THE BIDDER SHALL LIST ALL SUBCONTRACTORS (BOTH DBE AND NON-DBE) IN ACCORDANCE WITH TITLE 49, SECTION 26.11 OF THE CODE OF FEDERAL REGULATIONS. THIS LISTING IS REQUIRED IN ADDITION TO LISTING DBE SUBCONTRACTORS ELSEWHERE IN THE PROPOSAL. **PHOTOCOPY THIS FORM FOR ADDITIONAL FIRMS.**

FIRM NAME/ ADDRESS/ CITY, STATE, ZIP	PHONE/ FAX	ANNUAL GROSS RECEIPTS	DESCRIPTION OF PORTION OF WORK TO BE PERFORMED	LOCAL AGENCY USE ONLY (CERTIFIED DBE?)
<i>NAME</i>	<i>PHONE</i>	<input type="checkbox"/> < \$1 MILLION		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 MILLION		<input type="checkbox"/> NO
<i>ADDRESS</i>	<i>FAX</i>	<input type="checkbox"/> < \$10 MILLION		<i>IF YES LIST DBE #:</i>
		<input type="checkbox"/> < \$15 MILLION		
<i>CITY STATE ZIP</i>		<input type="checkbox"/> > \$15 MILLION		AGE OF FIRM (YRS.)
<i>NAME</i>	<i>PHONE</i>	<input type="checkbox"/> < \$1 MILLION		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 MILLION		<input type="checkbox"/> NO
<i>ADDRESS</i>	<i>FAX</i>	<input type="checkbox"/> < \$10 MILLION		<i>IF YES LIST DBE #:</i>
		<input type="checkbox"/> < \$15 MILLION		
<i>CITY STATE ZIP</i>		<input type="checkbox"/> > \$15 MILLION		AGE OF FIRM (YRS.)
<i>NAME</i>	<i>PHONE</i>	<input type="checkbox"/> < \$1 MILLION		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 MILLION		<input type="checkbox"/> NO
<i>ADDRESS</i>	<i>FAX</i>	<input type="checkbox"/> < \$10 MILLION		<i>IF YES LIST DBE #:</i>
		<input type="checkbox"/> < \$15 MILLION		
<i>CITY STATE ZIP</i>		<input type="checkbox"/> > \$15 MILLION		AGE OF FIRM (YRS.)
<i>NAME</i>	<i>PHONE</i>	<input type="checkbox"/> < \$1 MILLION		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 MILLION		<input type="checkbox"/> NO
<i>ADDRESS</i>	<i>FAX</i>	<input type="checkbox"/> < \$10 MILLION		<i>IF YES LIST DBE #:</i>
		<input type="checkbox"/> < \$15 MILLION		
<i>CITY STATE ZIP</i>		<input type="checkbox"/> > \$15 MILLION		AGE OF FIRM (YRS.)

DISTRIBUTION: 1) ORIGINAL - LOCAL AGENCY FILE

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-28

Intersection Improvements at North Golden State Boulevard and Fulkerth Road

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

RECITALS

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

B A notice was duly published for bids for the contract for the improvement hereinafter described.

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

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: pavement grinding, demolition of concrete and asphalt concrete surfaces, demolition of existing traffic signal equipment, installation of minor concrete curb, gutter, and sidewalk, roadway widening, hot mix asphalt pavement, installation of new traffic signal equipment including conduit, conductors, traffic signal poles and masts, signal heads, pedestrian push buttons, pedestrian countdown heads, roadway lighting, traffic signal cabinet and controller with enhanced railroad preemption circuitry, railroad coordination, and and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract

plans complete and in place. This work shall be completed in accordance with the City of Turlock Standard Specifications and Drawings and these Special Provisions.

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

2. The Contract:

The complete contract consists of the following documents: This Agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

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

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

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road."**

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

5. Contract Price:

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

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The contract shall be substantially complete before the expiration of **One Hundred Twenty Five (125)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. Final Completion, including all punch list items, shall be completed on or before the expiration of **One Hundred Forty (140)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

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

9. Delay Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand Five Hundred** and no/100ths Dollars (**\$2500.00**) for each calendar day beyond the date herein provided for Substantial Completion. After Substantial Completion has been achieved, the City may deduct **Eight Hundred** no/100ths Dollars (**\$800.00**) for each calendar day beyond the date herein provided for Final Completion. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any

payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

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

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractor's cost of determining the adjustment.

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

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

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

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes,

shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

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

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

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

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

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

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment

approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

22. Contract Security:

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

23. Hold-Harmless Agreement And Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20

10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers,

agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

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

(g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this Agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this Agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this Agreement, sufficient to compensate in time, for delay or suspension.

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

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

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

If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as herein above provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement

terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or

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

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

28. Provisions Cumulative:

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

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

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

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

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

30. Notices:

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

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

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

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

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

32. CITY CONTRACT ADMINISTRATOR:

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

Stephen Fremming
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

32. Interpretation:

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

33. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

34. Use of City Project Number:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

35. Required Contract Provisions For Federal-Aid Construction Contracts

Form FHWA-1273 is included in this Agreement in accordance with federal-aid requirements. The full text of this form is included in this section, unmodified and in its entirety.

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nons segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, three identical counterparts of this Agreement, consisting of a total of 34 pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

or

Print Name

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

Michael G. Pitcock, P.E., Development
Services Director / City Engineer

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Jennifer Land, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "**Agreement for City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road,"**" a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from

liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X_____

By: X_____

(Surety)

By: X_____

By: X_____

Address:_____

(Zip)

Phone:_____

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

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SPECIAL PROVISIONS

City Project No: 14-28

**Intersection Improvements at
North Golden State Boulevard and Fulkerth Road**

SECTION 0 REQUIRED FEDERAL-AID CONTRACT LANGUAGE

LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)
 - A. DBE COMMITMENT SUBMITTAL
 - B. GOOD FAITH EFFORTS SUBMITTAL
 - C. EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT
 - D. SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS
 - E. PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES
2. BID OPENING
3. BID RIGGING
4. CONTRACT AWARD
5. CONTRACTOR LICENSE
6. CHANGED CONDITIONS
 - A. DIFFERING SITE CONDITIONS
 - B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER
 - C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES
8. BUY AMERICA
9. QUALITY ASSURANCE
10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS
12. FEMALE AND MINORITY GOALS
13. FEDERAL TRAINEE PROGRAM
14. TITLE VI ASSURANCES
15. USE OF UNITED STATE-FLAG VESSELS

1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

A. DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment

form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

B. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

C. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

D. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Construction Contract DBE Commitment form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

E. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

See Special Provisions Section 1.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

See Agreement.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

179	Fresno-Bakersfield, CA		
	SMSA Counties:		
	0680 Bakersfield, CA	19.1	
	CA Kern		
180	2840 Fresno, CA	26.1	
	CA Fresno		
	Non-SMSA Counties:		
	CA Kings; CA Madera; CA Tulare	23.6	
	181	Los Angeles, CA:	
		SMSA Counties:	
		0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
CA Orange			
4480 Los Angeles-Long Beach, CA		28.3	
CA Los Angeles			
6000 Oxnard-Simi Valley-Ventura, CA		21.5	
CA Ventura			
6780 Riverside-San Bernardino-Ontario, CA		19.0	
CA Riverside; CA San Bernardino			
182	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
	CA Santa Barbara		
	Non-SMSA Counties	24.6	
	CA Inyo; CA Mono; CA San Luis Obispo		
	183	San Diego, CA:	
SMSA Counties			
7320 San Diego, CA		16.9	
CA San Diego			
Non-SMSA Counties			
184	CA Imperial	18.2	

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is zero.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Turlock:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Turlock approval for this submitted information before you start work. The City of Turlock credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Turlock and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Turlock reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training

- Provide the instruction to the apprentice or trainee
- Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATE-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. This project is federally funded. All pertinent federal requirements apply.
2. The contract DBE goal is 18%.
3. Official bid documents including plans and specifications are available online at <http://www.cityofturlock.org/capitalprojects>. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the 2015 Edition of the State of California, Department of Transportation Standard

Specifications and Standard Plans (with exception that English units are to be used in place of metric) and in accordance with the following Special Provisions.

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

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

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

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

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. Caltrans Standard Specifications
9. City of Turlock Standard Specifications
10. City of Turlock Standard Drawings
11. Caltrans Standard Plans

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of

any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 JOB SITE AND DOCUMENT EXAMINATION:

See Caltrans Standards Specifications 2-1.07.

1.03 PERMITS:

Contractor shall obtain the following permits for the Work:

- Injury and Illness Prevention Program required by Cal/OSHA – See Caltrans Standard Specification 7-1.02K(6)(a).
- Union Pacific Railroad Right of Entry – See the section entitled “Railroad Relations” of these Special Provisions.
- Encroachment Permit – City staff shall provide the completed application for contractor’s signature at the pre-construction meeting. There is no fee for this permit. The permit will not be issued until an adequate Erosion and Sediment Control Plan (ESCP) has been submitted and approved.
- City of Turlock Monthly Hydrant Use Permit (if used) – There is no fee for construction water on City capital improvement projects. Contact the Municipal Services Division to apply for the permit:

156 S. Broadway Suite 270
Turlock, CA 95380
209-668-5590

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor’s attention is directed to the “Notice to Contractor” for the date, time and location of the Pre-Bid meeting, if applicable.

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

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

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

Contractor shall locate underground infrastructure as described in Caltrans Standard Specifications 5-1.36D.

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.23, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Yolanda Gardini
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

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

Stephen Fremming
City of Turlock, Engineering Division
156 S Broadway Suite 150
Turlock, CA 95380

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

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

4.01 GENERAL:

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

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

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.17, "Order of Work," of these Special Provisions.

Should the Contractor desire to work on a Saturday, Sunday or Legal Holiday as defined in Section 5.10 "Working Hours," of these Special Provisions, the Contractor shall seek permission from the City, and should the request be approved, Contractor shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendence, and/or other overhead expenses which are directly chargeable to the contract as a deductive contract change order. If City requests Saturday, Sunday, or Holiday work be undertaken by the Contractor, reimbursement to the City will not be required.

Attention is directed to Section 9 "Liquidated Damages" of the Contract.

4.02 NOTICE TO PROCEED:

The Notice to Proceed is defined as a letter issued by the City which informs the Contractor that the Work may begin at the designated site and outlines the anticipated construction start date, due date for Substantial Completion, and due date for Final Completion. The Notice to Proceed is issued after award of the Contract by the City Council and after the Contractor has provided all bonds, insurance documentation, and any other information required by the project specifications prior to beginning the Work. Construction shall not begin prior to the issuance of the Notice to Proceed.

The anticipated award of the contract is February 14, 2017.

4.03 PRE-CONSTRUCTION MEETING:

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be at a mutually agreeable time and place. Contractor's superintendent, Contractor's project manager(s), major subcontractors, City's project manager, City's public works inspector, representative(s) from Union Pacific Railroad, and others involved in performance of the Work are required to be present. The purpose of the meeting is to establish a working understanding between parties and to discuss the construction schedule, review the process for the review of submittals, RFIs, Change Order Requests, applications for payment, and other subjects pertinent to execution of the Work. The pre-construction agenda will include, as a minimum:

1. Distribution of Contract Documents
2. Designation of responsible personnel
3. Distribution and discussion of list of major subcontractors and suppliers
4. Review DBE subcontractors and substitution guidelines
5. Proposed progress schedules and critical construction sequencing
6. Major equipment deliveries and priorities
7. Union Pacific Railroad procedures and requirements
8. Procedures and Processing of:
 - a. Contract Change Directives
 - b. Change Order Requests
 - c. Submittals
 - d. Requests for Information
 - e. Testing Procedures
 - f. Applications for Payment
 - g. Virtual Project Manager – Internet based construction documentation
9. Use of Site:
10. Temporary utilities.
11. Housekeeping procedures.

4.04 COPIES OF CONTRACT DOCUMENTS:

At Contractor's request, City shall furnish Contractor up to five (5) hard copies of the Contract Documents. Electronic PDF files will be made available to the Contractor for production of additional copies as needed at Contractor's expense.

4.05 STAGING OF MATERIALS AND EQUIPMENT

The Contractor may use public land within the Golden State Boulevard right of way outside of the travel way for staging of materials and equipment. The City does not offer individual parcels for staging for the Contractor's materials and/or equipment. If additional land is required, the Contractor must make all arrangements for staging of materials and equipment and include the cost of same in the bid proposal and no additional compensation shall be made therefor. Should the Contractor utilize private property for this purpose, Contractor shall enter into a written private land use agreement and provide a copy to the City. Contractor shall provide adequate Best Management Practices to prevent erosion and sediment from entering the City's storm drain system in staging areas. Prior to attainment of Final Completion, Contractor shall provide a copy of a letter authored and signed by the private property owner stating that the property has been returned to owner's use and the condition and the property is in an acceptable condition.

4.06 EROSION CONTROL:

Contractor is required to provide an Erosion and Sediment Control Plan (ESCP) for review and approval by the City of Turlock Engineering Division. A blank ESCP worksheet is included as Appendix A to these Special Provisions. The plan must be approved prior to beginning of work on-site. Contractor shall implement Best Management Practices (BMPs) before construction occurs both in the area of work, as well as staging areas. Contractor shall maintain BMPs in good working condition at all times. Contractor shall provide drain inlet protection, at a minimum.

The lump sum contract price paid per for Erosion Control shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in preparing the Erosion and Sediment Control Plan and installing and maintaining BMPs, complete in place, as shown on the plans, specified in the City of Turlock Standard Specifications and these special provisions, and as directed by Engineer.

4.07 SUBSTANTIAL COMPLETION:

Substantial Completion is the stage in the progress of the project when the work is sufficiently complete in accordance with the Contract so that the intended purpose of the project has been achieved. Substantial completion shall include all Work for the Project, except the following:

- Completion of minor punchlist items that do not prohibit use of the completed facility for its intended use and purpose
- Delivery of Operations and Maintenance manuals
- Completion of As-built drawings

When the Contractor considers the project to be substantially complete, the Contractor shall submit a request for City’s concurrence in writing. Upon receipt of the Contractor’s request, the City will inspect and determine whether the project is substantially complete within three (3) working days of the request. If the inspection yields that the project is not sufficiently complete, the Contractor shall complete or correct such item upon notification by the City. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion. When Engineer is satisfied that the work is substantially complete, a written notice of Substantial Completion shall be transmitted by City to Contractor within 24 hours of the successful inspection.

4.08 FINAL COMPLETION:

Final Completion is the stage in the progress of the project when all work is complete in accordance with the Contract. Contractor shall inform City when, in the opinion of the Contractor, all work has been complete as per the requirements of the Contract. The City shall promptly inspect the work and make a determination as to whether all work of the project has been fully performed. Should any items of work be incomplete, the City shall provide a written list of outstanding items to the Contractor for completion (final punch list). When City staff is satisfied that the work is complete, a written notice of Final Completion shall be transmitted by City to Contractor and contract working days shall immediately cease to be counted on the project.

Attention is directed to Section 9-1.03, “Final Payment,” of the City of Turlock Standard Specifications.

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

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

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

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

5.02 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications, however certified payroll is not submitted to Caltrans for this project. Contractor shall submit certified payroll records to the DIR and to the City.

If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

State Prevailing Wage Rates

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are not included in these Special Provisions. These wages are set forth in the General Prevailing Wage Rates, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Changes, if any, to the general prevailing wage rates, will be available at the same location. Future effective general prevailing wage rates, that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Federal Minimum Wage Rates

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available online at <http://www.wdol.gov/dba.aspx>. The federal prevailing wage rate in effect for the entirety of this project shall be determination # CA160029 11/25/2016 CA29 Modification # 14, unless otherwise modified by project addenda. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of project plans and specifications on the City's planholder's list.

5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

Phase I Environmental Site Assessment

Hanover Environmental Services, Inc. (Hanover) performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitation of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-13 for property described as Stanislaus County Assessor Parcel Number (APN) 071-014-004 located at 1101 Fulkerth Road and a 100' by 300' Rail Road Right of Way to the south-east of 1101 Fulkerth Rd. Within the scope of the investigation, Hanover discovered no evidence of recognized environmental conditions or significant environmental concerns in connection with the subject property. While no environmental site assessment can fully eliminate the uncertainty regarding the potential for recognized environmental conditions, the ASTM standard does cite the balance between appropriate levels of inquiry and the cost of such exhaustive investigations. It is Hanover's opinion that a full assessment of the site has been completed and that based on the results of the report, further investigation is not warranted. The full text of the Phase 1 ESA is not a contract document. It is available as an electronic PDF file download from the City's server upon request to the City of Turlock.

5.04 SUBCONTRACTING:

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

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

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

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

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

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.06 PAYMENTS:

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

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

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

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

5.07 GUARANTY:

Attention is directed to Section 5-1.47, "Guarantee," of the Caltrans Standard Specifications and Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.08 PUBLIC SAFETY:

In addition to any other measures taken by Contractor pursuant to the provisions of the City of Turlock Standard Specifications and the General Conditions, Contractor shall install temporary precast concrete barrier rail between any lane carrying public traffic and any excavation, obstacle or storage area when the following conditions exist:

Excavations: Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except;

- (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- (b) Excavations less than one foot deep.
- (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
- (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- (e) Excavations in side slopes where the slope is steeper than 4:1.
- (f) Excavations protected by existing barrier or railing.

At the end of each working day, if a difference of 0.50 feet exists between the elevation of the existing pavement and the elevation of any excavation within 2 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the cost for other contract items of work and no additional compensation will be allowed therefore.

Personal vehicles of Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with traffic cones or portable

delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 4:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

5.09 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with the Caltrans Standard Specifications, the Turlock Municipal Code, and these special provisions. The strictest requirements shall govern.

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety law for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.10 WORKING HOURS:

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

Contractor shall notify Engineer 48 hours prior to beginning work.

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

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

5.11 UNDERGROUND SERVICE ALERT REQUIREMENTS:

Contractor shall contact Underground Service Alert of Northern California at least 48 hours in advance of any construction activity, will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number. Contractor shall notify

Underground Service Alert in the event of change in the project limits or change in original work previously shown on the plans or indicated in the specifications. Contractor shall not commence construction prior to City Inspector receiving City's notice from USA North regarding this construction activity.

5.12 DUST CONTROL:

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

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

5.13 WATERING:

Watering shall be in accordance with Section 17, "Watering," of the Caltrans Standard Specifications.

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

5.14 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

City will permit the use of a hydrant for construction purposes provided that the following are abided by:

1. A spanner wrench shall be the only type of wrench used on fire hydrants.
2. Contractor shall be liable for the damages to or loss of all hydrants and associated water lines and equipment which result from the use of this equipment.
3. Water shall only be used within City limits.
4. The vehicle must be approved by Engineer for approved backflow device.
5. Contractor shall pay a deposit on a water meter provided by the City. After the project ended the Contractor shall return the meter to the City for the release of the deposit.

However, use of city hydrants does not exempt Contractor from providing a water truck where hydrants cannot be utilized due to unsafe working conditions as deemed by Engineer.

5.15 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule. The progress schedule shall show the construction activities extending for the duration of the working days. Any deviation from the outline must be approved by Engineer. The schedule will be updated on a monthly basis at minimum, and when other causes necessitate it. Contractor shall submit three week look ahead schedules on Virtual Project Manager on a weekly basis to Engineer. Contractor shall not be allowed to start construction activities until the progress schedule is accepted by Engineer.

The Contractor shall include the following activities, at minimum, in the construction schedule:

- Submittal review and approval
- Pothole existing facilities
- Install project signs and construction area signs
- Wet utilities and structures
- Specify headings on schedule showing date ranges proposed for modifications to normal signalized intersection operation, including any lane closures, railroad crossing closure, partial intersection closure, and full intersection closure (see Section 12 “Traffic Management Plan,” of these Special Provisions for work restrictions).
- Drill and pour traffic signal foundations
- Install traffic signal conduit and lighting conduit
- Contractor work activities in UPRR right of way
- Work by UPRR – 1) Railroad crossing widening (first mobilization), 2) Install new railroad facilities and remove existing facilities (second mobilization). Note that days contractor is unable to work on the critical path due to delay caused by UPRR or work performed by UPRR shall not be counted as working days against the contract time.
- Demolition activities – specify location
- Place, grade, and compact aggregate base
- Grinding
- Paving
- Test panel for exposed aggregate minor concrete
- Form and pour minor concrete – specify location
- Install electroliers
- Install traffic signal poles and mast arms
- Install traffic signal equipment
- Install railroad preemption traffic signal interface
- Install vehicle detector loops
- Signal turn on meeting
- Install fencing
- Permanent striping and pavement markers
- Substantial Completion
- Punchlist
- Final Completion

Contractor’s attention is directed to Section 12, “Work Zone Mobility,” of these Special Provisions, for specific work restrictions.

5.16 PRESERVATION OF PROPERTY:

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

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

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

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

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

5.17 AS-BUILTS:

Contractor shall provide City with as-built drawings. These as-built drawings shall show any and all differences (revisions, additions, etc.) between the signed improvement plans and the installed improvements. The Contractor shall identify all utilities that are located in the field. The as-builts will consist of redlined signed improvement plans made either by hand or electronically. Completed As-Builts are required to be submitted prior to attainment of Final Completion.

5.18 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide a staking request no less than one (1) week prior to Contractor starting work and not less than forty eight (48) hours before each subsequent staking request. The Contractor shall provide unimpeded access to the site and allow City survey crew to perform their work.

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

5.19 TESTING:

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

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

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

Water sample test: \$300.00 Per Test

Compaction test: \$100.00 Per Test

5.20 SUBMITTALS:

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submittals shall receive one of four review actions:

- No Exceptions Taken – The submittal is approved without comments.
- Supply as Noted – The submittal is approved, provided that the Contractor addresses the included comments.
- Rejected – The submitted product cannot meet project requirements and is rejected. Contractor shall provide a separate product that meets project requirements as a resubmittal.
- Resubmit – The information provided with the submittal does not meet project requirements, however, Architect has commented on some missing items that, if provided, may meet project requirements. Contractor shall resubmit the same product and provide additional information per the Architect's comments.

Submittals will be processed by Engineer within ten (10) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards.

Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

Contractor shall submit Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.

Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:

- Statement that the product complies with the respective contract specifications.
- Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.
- A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.

Shop drawings, Contractor shall be formatted to 11 x 17 in. page size.

For material samples, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.

5.21 NOTICE OF POTENTIAL CLAIM:

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

5.22 PRESERVATION OF EXISTING MONUMENTS:

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

Once Contractor is finished with its construction operations, Engineer will relocate the monuments. Contractor shall install a monument will with concrete collar at each location which shall conform to

the provisions in Section 22-1 “Survey Monuments” and Drawing M-1 “Monument Detail”, of the City Standard Specifications and these special provisions.

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

5.23 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

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

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

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

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

through a “print to file” feature or “save as pdf” feature, rather than optically scanned whenever possible.

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

Standard Documents

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

Project Summary

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

Task Manager

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

Change Order Manager

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

Transmittals

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

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

Submittals

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

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

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

Submittals shall be processed by the Engineer within ten (10) working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique number comprised of the specification section followed by a number for each product covered under a particular specification section. Resubmittals shall have the same number as the initial submittal, excepting that a decimal and a "1" shall follow the submittal number. For example, for a particular concrete mix design referenced in section 033000, the first submittal submitted under that section should be given the number 033000-1, and if resubmittals are necessary, they would be labeled as 033000-1.1, 033000-1.2, 033000-1.3, and so on. If a different mix design is submitted for a different portion of the work though under the same specification section, it would be given the number 033000-2. The Contractor shall post re-submittals under the same VPM serial no. as the original submittal and write a comment directing attention to the newly submitted information.

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

The Contractor shall submit progress invoices through the submittal tab. The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign.

RFIs

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

The Engineer will respond to a RFI submitted by the Contractor within five (5) days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.21 "Notice of Potential Claim" of the special provisions.

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

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab. The Daily Logs tab shall be used to access the weekly statement of working days, which are generated automatically from the daily logs completed by the City. The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.21 "Notice of Potential Claim" of the special provisions.

5.24 CHANGES IN THE WORK:

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

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

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

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

Upon issuance of either a Construction Change Directive or a Change Order Request, the Contractor shall promptly prepare documentation proposing a contract cost and/or time adjustment for review

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

When the Engineer and Contractor agree with the adjustments in the Contract Price and/or Contract Time, the Engineer will prepare necessary paperwork for approval by the City Council of a Contract Change Order. The Owner shall not pay the Contractor for any portion of extra work until the Contract Change Order is approved by the City Council.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 (BLANK)

SECTION 9 DESCRIPTION OF WORK

The base bid work consists, in general of: pavement grinding, demolition of concrete and asphalt concrete surfaces, demolition of existing traffic signal equipment, installation of minor concrete curb, gutter, and sidewalk, roadway widening, hot mix asphalt pavement, installation of new traffic signal equipment including conduit, conductors, traffic signal poles and masts, signal heads, pedestrian push buttons, pedestrian countdown heads, roadway lighting, traffic signal cabinet and controller with enhanced railroad preemption circuitry, railroad coordination, and other associated work.

The work includes all necessary labor, materials, tools, equipment and any incidentals needed to complete the improvements as shown on the contract plans.

BID ALTERNATE NO. 1

If Bid Alternate No. 1 is accepted by the City, bid item no. 33, "Hot Mix Asphalt" shall be replaced with Bid Alternate item no. A1, "Rubberized Hot Mix asphalt" and bid item no. 32, "Pavement Reinforcement Fabric" shall be deleted. If accepted, RHMA will be placed instead of a conventional HMA in overlay and widened areas to the thickness specified on the plans.

ADDITIVE BID ALTERNATE NO. 2

Additive Bid Alternate No. 2, if accepted by the City, results in the placement of cobbles over filter fabric in the proposed storm drain infiltration swale area.

SECTION 10 CONSTRUCTION DETAILS

10.01 MOBILIZATION & DEMOBILIZATION:

Mobilization is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to / from the project site; for the payment of premium cost and insurance for the project; for any necessary costs of acquisition of equipment, including purchase and mobilization expense; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided in the contract.

Payment will be made at the contract lump sum price and according to the following schedule:

- (1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is less, may be paid.
- (2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is less, may be paid.
- (3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is less, may be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is less, may be paid.
- (5) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

10.02 CONSTRUCTION PROJECT SIGN:

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

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

10.03 CONSTRUCTION AREA SIGNS:

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

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

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

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

10.04 REMOVE EXISTING FACILITIES:

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

All pavement markers within the overlay area shall be removed prior to grinding and shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Caltrans Standard Specifications.

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

10.05 MIGRATORY BIRDS SURVEY:

If construction occurs within the migratory bird nesting season (February 15 – September 1), pre-construction surveys must be implemented by a qualified biologist prior to construction activities. If active nests are observed, buffers will need to be established in coordination with the California Department of Fish and Wildlife (CDFW). The City of Turlock will coordinate with CDFW and hire a firm to complete the required surveys. Contractor shall verify that surveys have been completed by others prior to commencing work during the bird nesting season and shall comply with any established buffers. City staff understand the impacts of future migratory bird surveys are unknown and that Contractor has no basis to estimate impact at the time proposals are due.

10.06 RAILROAD RELATIONS:

The term "Railroad" shall mean the Union Pacific Railroad Company.

Through the process to request authorization to alter highway-rail grade crossing pursuant to General Order 88-B, the City has obtained project concurrence from the California Public Utilities Commission (CPUC) and Railroad. The City will execute a Signal Interconnect Agreement directly with the Railroad, including the payment of the administrative fee, prior to issuance of the Notice to Proceed to the Contractor.

The Contractor will be required to execute a Contractor's Right of Entry Agreement directly with the Railroad prior to performing any work within Railroad right of way (including subcontractors, if applicable). The Contractor must obtain the insurance coverage required by the Right of Entry Agreement, and provide the insurance policies, certificates, binders and/or endorsements to Railroad that are required before work by Contractor and its subcontractors may commence in the Crossing Area or any other Railroad property. Contractor shall reference this specific project's folder number 2979-93 when contacting the Railroad with regards to the Right of Entry Agreement. Contractor may reference and rely on the requirements shown in the sample agreement with the railroad included as Appendix F to these Special Provisions for bidding purposes as relates to Contractor's responsibilities in performing work within Railroad right of way. City staff anticipates executing a Construction & Maintenance Agreement with the Railroad prior to award of the construction contract on February 14, 2017.

Contractor shall be registered and complete required training for working in Union Pacific Railroad right of way at the website <https://www.contractororientation.com/>.

The City shall directly pay Railroad fees in connection with the Signal Interconnect Agreement, including all Railroad's cost for installing warning devices, increasing the crossing width, and providing time for advanced railroad preemption. However, flagging costs borne by the Railroad for Contractor's operations in Railroad right of way will be paid for directly by the Contractor to the Railroad.

Prior to entering Railroad's right-of-way for the purpose of performing any construction, Contractor shall first notify Railroad at least ten (10) working days in advance of such work so that Railroad can determine if flagging and/or other protection is needed. If Railroad deems that flagging and/or other protection is needed, no work of any kind shall be performed, and no person, equipment, machinery, tool, material, vehicle, or thing shall be located, operated, placed, or stored within 25 feet of the track for any reason, unless and until a Railroad flagman is provided to watch for trains. Flagging or other special protective or safety measures performed by Railroad will be provided at Contractor's expense. Contractor shall promptly pay to Railroad all charges connected with such services within thirty (30) days after presentation of a bill. When it becomes necessary for Railroad to assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days' notice prior to the cessation of the need for a flagman. If five (5) days' notice of cessation is not given, Contractor will be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period.

The minimum daily billing for flagging services is eight (8) hours, even if the flagging crew worked less than eight (8) hours on the project in one day. City has observed that average flagging rates are

between \$800-\$1,100 per day, but can be as high as \$1,500 per day for a 12 hour work day. These average daily rates must not be wholly relied upon by the Contractor in preparing their proposal for the work.

The following Railroad crews are required to perform work within the Railroad right of way. It is assumed that work by these two crews will not overlap and that they will mobilize separately to the site in the following order:

1. **Surface work** – Work by this crew includes widening the track crossing by removing the existing concrete panels, compacting and placing ballast, and installing new concrete panels as shown on the project plans. The surface work crew will begin work on a Monday and will require an estimated three days to complete their work.
2. **Signal work** – Work by this crew includes installation of flashing light warning assemblies, gate arm warning assemblies, conduit, wire, preemption facilities, and other necessary appurtenances. Prior to mobilization of the signal crew to the site, Contractor must have poured all concrete curb adjacent to proposed warning assemblies.

The City's main point of contact with the Railroad is:

Kevin Yoder
Manager Industry and Public Projects
Union Pacific Railroad Company
9451 Atkinson Street
Roseville, California 95747
(916) 789-5152
kayoder@up.com

The following websites may be useful to the contractor in planning and bidding the work involving Railroad Relations:

Public Project Information: http://www.up.com/real_estate/roadxing/industry/index.htm

Real Estate/Utility Information: http://www.up.com/real_estate/utilities/index.htm

Right of Entry Application: http://www.up.com/real_estate/tempuse/index.htm

Public Safety Information: <http://www.upcares.com>

Full compensation for costs that the Contractor incurs in obtaining the necessary approvals from the Railroad, including application fees and insurance premiums which the Contractor is responsible for per the Right of Entry Agreement, required training, all flagging costs that Railroad incurs when contractor is working in the Railroad right of way, and any coordination required by the Contractor to perform work in the railroad right of way shall be considered as included in the lump sum contract price for Railroad Relations, and no additional compensation will be made therefor.

10.07 KINDER MORGAN RELATIONS:

An out-of-service 8" diameter fuel pipeline owned by Kinder Morgan has been identified within the Union Pacific Railroad right of way within the project limits.

The City shall assume all responsibility for coordination with and obtaining approvals from Kinder Morgan with respect to the proposed structures to be constructed near the Kinder Morgan pipeline. The City shall pay any costs associated with right of way inspection, damage prevention, and code compliance that Kinder Morgan performs in connection with this project.

The Contractor shall assume all responsibility for complying with Kinder Morgan procedures and policies for potholing, notification of Kinder Morgan for work done near their facilities, and insurance requirements for doing work near their facilities, as applicable, and as described in the correspondence and map included in Appendix B to these Special Provisions.

Full compensation for costs that the Contractor incurs in obtaining the necessary approvals from Kinder Morgan, including coordination with and supervision of potholing by Kinder Morgan personnel, shall be considered as included in the lump sum contract price for Kinder Morgan Relations, and no additional compensation will be made therefor.

10.08 PACIFIC GAS AND ELECTRIC FACILITIES:

A pressure regulation station and buried natural gas lines exist within the limits of the project. PG&E's facility map is included as Appendix C to these Special Provisions. Contractor shall exercise its lawful responsibilities and due diligence in excavating in areas near buried utilities and as described in the sections entitled "Existing Utilities, Facilities, and Site Conditions" and "Pothole Existing Utilities" of these Special Provisions. Contractor shall coordinate with and arrange for an authorized PG&E representative to be present during excavation near PG&E's facilities.

10.09 EXISTING FIBER OPTIC CABLE:

Markers in the field indicate existing buried fiber optic cable within the Union Pacific Right of Way. See Appendix D for facility maps owned by Qwest/Century Link. See Appendix E for facility maps provided by Sprint. Contractor shall exercise its lawful responsibilities and due diligence in excavating in areas near buried utilities and as described in the sections entitled "Existing Utilities, Facilities, and Site Conditions" and "Pothole Existing Utilities" of these Special Provisions.

10.10 LEAD COMPLIANCE PLAN:

Contractor shall submit a lead compliance plan prepared by a certified industrial hygienist prior to construction activities. Comply with Caltrans Standard Specification 7-1.02K(6)(j)(ii), "Lead Compliance Plan."

The lump sum price paid for Lead Compliance Plan shall include full compensation for preparing a lead compliance plan and for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved, as specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.11 POTHOLE EXISTING UTILITIES:

Contractor shall locate underground infrastructure as described in Caltrans Standard Specifications 5-1.36D.

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

10.12 FENCING:

Contractor shall remove and salvage existing wrought iron fencing as shown on the plans. Provide temporary fence to protect private property from entry for the duration of the work utilizing temporary 6' tall chain link fencing, or approved equivalent. Contractor shall install wrought iron fencing in like kind of materials, color, design, and construction methods as the existing fencing. Install one slide gate the full width of the proposed driveway approach and one 12' wide swing gate to provide access to PG&E facilities. Provide a welded lock box on the swing gate to protect padlock.

Submit shop drawing(s) for review and approval showing proposed materials, dimensions, and methods.

The lump sum price paid for Fencing shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing and maintaining temporary fence, as specified in the project plans, City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.13 EARTHWORK:

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

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

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

The Contractor shall observe the following environmental commitments:

- All excess native soil which will be transported off site shall be tested for Title 22 constituents (CAM 217). Soil that exhibits elevated levels of title 22 constituents shall be disposed of at an appropriate facility.
- All excess native soil from the railroad parcel which will be transported off site shall be tested for Title 22 constituents (CAM 217) and petroleum hydrocarbons. Soil that exhibits elevated levels of title 22 constituents or hydrocarbons shall be disposed of at an appropriate facility

- When paint/thermoplastic striping is ground out separately from the pavement grinding operation, grindings should be tested for lead and disposed of at an appropriate facility. If the paint/thermoplastic striping will not be ground out separately from pavement, testing is not required.

The contract lump sum price paid for earthwork shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, testing excess soil for hazardous waste, and for doing all the work involved in importing, excavating, hauling, compacting, and removing the earthwork as shown on the plans, specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.14 FIRE HYDRANT ASSEMBLY:

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

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

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

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

10.15 STORM DRAIN PIPE (12"):

Provide and install storm drain pipe as specified in the City of Turlock Standard Drawings and Specifications. PVC pipe shall conform to AWWA C900 for all pipe.

Quantities of Storm Drain Pipe (12") to be paid for by the linear foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

The contract price paid per linear foot for Storm drain Pipe (12") shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in laying and constructing Storm Drain Pipe, including all trenching, backfill and aggregate base material, complete in place, as shown on the plans, specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.16 TRENCH PATCH:

This work shall consist of furnishing and placing asphalt concrete and aggregate base in conformance with City Standard Specification section 14, "Trenching and Backfill."

Aggregate bases shall be 3/4 inch Class 2 and shall conform to the Provisions in Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. The use of recycled aggregate base will be allowed per Section 26, "Aggregate Bases" of the Caltrans Standard Specifications.

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications and these Construction Details. The asphalt shall be grade PG 64-10 as specified in the Caltrans Standard Specifications, unless otherwise approved by the Engineer. Aggregates used in all but the final course shall be 1/2 inch maximum medium grading. Aggregates used in the final course shall be 1/2 inch maximum medium grading as specified in Section 39-2.02, "Aggregate," of the Caltrans Standard Specifications.

The contract price paid per Square Yard for Trench Patch shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in trench patching, including saw cutting, grinding, asphalt removal, placement of temporary paving, aggregate base, permanent asphalt concrete (not including HMA placed with the street overlay), subgrade preparation, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.17 STORM DRAIN CATCH BASIN:

Storm Drain Catch Basins shall conform to City of Turlock Standard Specifications.

Construction of catch basin shall include furnishing and installing frame and cover as shown on the plans.

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

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

10.18 MODIFY EXISTING STORM DRAIN CATCH BASIN:

This work includes connection of new lateral piping to existing storm drain manhole structure. Contractor shall achieve a water tight seal at the manhole connection for the new lateral pipe. Submit product/method to Engineer which is intended to achieve water tight seal prior to installation.

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

The contract price paid per each for Modify Existing Storm Drain Catch Basin shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Modify Existing Storm Drain Catch Basin, complete in place, as shown on the plans,

specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

10.19 MINOR CONCRETE:

Minor Concrete shall conform to the requirements of Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications and Section 13, "Concrete Construction," of the City of Turlock Standard Specifications.

Contractor shall submit a certificate of compliance for all minor concrete.

Lines, grades, dimensions and general construction of curb & gutter and sidewalk shall conform to the City of Turlock Standard Drawings.

For median islands and for pedestrian islands outside of accessible paths, the concrete finish shall be exposed aggregate. Contractor shall prepare a 3' by 3' test concrete panel with an exposed aggregate finish to be used as a standard for acceptance for all exposed aggregate finishes on the project. The test panel shall be reviewed and approved by the Engineer.

Quantities of Minor Concrete (sidewalk, commercial alley approach, exposed aggregate median island, pedestrian island) to be paid for by the square foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. Quantities of alley approaches shall include the curb beginning and ending at the high curb on the ends of the approach.

Quantities of Minor Concrete (vertical curb, curb and gutter) to be paid for by the lineal foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. Curb returns will be measured under the curb and gutter item. Confining curb for pedestrian islands shall be paid for under the vertical curb item.

Quantities of Minor Concrete (W. Hawkeye Avenue Curb Opening) to be paid for by the lineal foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. Curb openings on N. Golden State Blvd. shall be paid for under the curb and gutter item.

The contract price paid per square foot for Minor Concrete (sidewalk, commercial alley approach, residential driveway approach, median island, pedestrian island) shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work involved, complete in place, as shown on the plans, specified in the City of Turlock standard specifications and these special provisions, and as directed by Engineer.

The contract price paid per lineal foot for Minor Concrete (vertical curb, curb and gutter) shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved, complete in place, as shown on the plans, specified in the standard City of Turlock specifications and these special provisions, and as directed by Engineer.

The contract price paid per each for Minor Concrete (W. Hawkeye Avenue Curb Opening) shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved, complete in place, as shown on the plans, specified in the standard City of Turlock specifications and these special provisions, and as directed by Engineer.

10.20 ACCESS RAMP:

Access Ramps shall conform to the provisions of Section 13, “Concrete Construction” of the Standard City of Turlock Specifications and the 2010 ADA Standards.

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

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

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

10.21 DETECTABLE WARNINGS:

Detectable warnings shall conform to the City of Turlock Standard Specifications and Drawings and shall extend the full width of the pedestrian travel way at each location shown on the plans.

Quantities of Detectable Warnings to be paid for by the each will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. Detectable warnings for accessible ramps shall be paid for under the bid item “Access Ramp”.

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

10.22 AGGREGATE BASE:

Aggregate base shall conform to the provisions in Section 26, “Aggregate Base”, of the Caltrans Standard Specifications and these special provisions.

Paragraph 2 of Section 26-1.02A, “Class 2 Aggregate Base”, shall be amended to read as follows: “Aggregate shall conform to the grading and quality requirements shown in the following tables.”

The aggregate base grading shall be ¾” maximum and shall be class 2.

The contract price paid per cubic yard for Aggregate Base shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing and compacting the Aggregate Base and no additional compensation will be allowed therefore. This bid item shall include all pavement areas to be reconstructed. Areas to receive aggregate base in trench patch areas are to be paid under the Trench Patch bid item (see Special Provisions section 10.16).

10.23 GRINDING (COLD PLANE METHOD)

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

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

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

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

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

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

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

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

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

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

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

10.24 ADJUST FRAMES AND COVERS TO GRADE:

Frames and covers of existing manholes, valve boxes, monuments, etc., shall be adjusted to finish grade as shown on the plans.

This work shall conform to the provisions in Section 12-12, "Adjusting Manhole Frames, Monuments and Valve Boxes", of the City of Turlock Standard Specifications and these special provisions.

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

10.25 HEADER BOARD:

Header board shall conform to the requirements of the City of Turlock Standard Specifications Section 12, "Streets."

The contract price paid per linear foot for Header Board shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing header board, complete in place, as shown on the plans, as specified in the City of Turlock Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.26 PAVEMENT REINFORCING FABRIC

Pavement Reinforcing Fabric shall be placed in all overlay areas and conforming to the provisions in Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

Quantities of Pavement Reinforcing Fabric to be paid for by the square yard will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. Overlap shall not be included in the basis of payment and quantity shall be paid for only on the area of pavement covered by fabric.

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

10.27 TACK COAT:

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

The contract price paid per Square Yard for Tack Coat shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing tack coat as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.28 HOT MIX ASPHALT:

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

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

Contractor shall submit a quality control plan with the Job Mix Formula (JMF). The JMF will not be accepted until the quality control plan is submitted. The Contractor's quality control plan shall conform to the provisions in 39-2.02 "Contractor Quality Control" of the Caltrans Standard Specifications.

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

The contract price paid per ton of Hot Mix Asphalt shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing, compacting, and quality-control of hot mix asphalt as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.29 TEMPORARY PAVEMENT STRIPING AND MARKINGS

The Contractor shall furnish, place, maintain and remove temporary markings (tape) in accordance with industry standard accepted practices. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California MUTCD for streets and highways. Temporary pavement delineation shall not be applied over existing markings, and shall be maintained until replaced with permanent one. Any temporary pavement marking conflicting with new traffic pattern shall be promptly removed, or removed as directed by the Engineer.

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

10.30 THERMOPLASTIC STRIPING AND MARKINGS

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

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

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

Traffic stripes shall be measured by the linear foot, respective to the detail on the Caltrans Standard Plans.

Pavement for pavement markings and traffic stripes shall include full compensation for performing all work required to install pavement markings and traffic stripes, in accordance with these special provisions and as directed by the Engineer.

10.31 PAVEMENT MARKERS

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

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

Ceramic markers shall not be used.

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

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

10.32 INSTALL ROADSIDE SIGN:

Contractor shall install roadside signs and post in accordance with the City of Turlock Standard Specifications, the City of Turlock Standard Drawings and these special provisions. All signs shall be high intensity prismatic.

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

10.33 INSTALL SIGN ON MAST ARM:

Contractor shall install sign on mast arm in accordance with the Caltrans Standard Specifications, the Standard Drawings and these special provisions. All signs shall be high intensity prismatic.

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

10.34 REMOVABLE BOLLARD:

Removable bollards shall conform to Section 12, "Streets," of the City of Turlock Standard Specifications with sleeve flush with finished pavement or other modification proposed by Contractor and approved by the Engineer to prevent tire damage if traffic rolls over bollard sleeve when bollard is pulled from the sleeve.

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

10.35 FINAL CLEANUP:

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed.

10.36 RUBBERIZED HOT MIX ASPHALT (BID ALTERNATE NO. 1):

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

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

Contractor shall submit a quality control plan with the Job Mix Formula (JMF). The JMF will not be accepted until the quality control plan is submitted. The Contractor's quality control plan shall

conform to the provisions in 39-2.02 “Contractor Quality Control” of the Caltrans Standard Specifications.

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

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

The contract price paid per ton of RHMA-G shall include full compensation for traffic control, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing, compacting, and quality-control of rubberized hot mix asphalt as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.37 FILTER FABRIC (ADDITIVE BID ALTERNATE NO. 2):

Submit a sample for filter fabric along with the product submittal.

Filter fabric shall meet the following minimum requirements:

Property	Test Method	Requirements
Minimum Weight	ASTM D 5261	4.5 ounces per yard
Grab tensile strength	ASTM D 4632	100 pounds
Grab tensile elongation	ASTM D 4632	50 percent
Minimum Permittivity	ASTM D 4491	1.7 per second

Prior to placement of fabric, prepare surface to smooth condition free of debris, depressions, or obstructions that may damage the fabric.

Follow manufacturer’s installation instructions.

Overlap the parallel rolls and ends a minimum of 24 inches and not less than manufacturer’s instructions.

Before covering, the fabric will be inspected by the Engineer to determine whether holes or rips exist in the fabric. Repair all holes and rips by placing a new layer of fabric extending beyond the defect in all directions a distance equal to the minimum overlap required for adjacent rolls.

The contract price paid per square yard for Filter Fabric shall be measured as the actual area covered, not including overlap, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing filter fabric as shown on the plans, as specified in City of Turlock Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.38 COBBLE (ADDITIVE BID ALTERNATE NO. 2):

Submittal information shall include photos of cobbles from proposed stockpile with scale visible (tape measure or other), in addition to gradation and source product information from the supplier.

Cobble shall be placed by hand, without spreading by bulldozer or other equipment, to prevent tearing of filter fabric or compromising of the grading of native material. Cobbles shall be of varying size and shall meet the following gradation criteria:

<u>Sieve Size</u>	<u>Percent Passing</u>
12"	95
8"	50
4"	20
2"	0

Contractor shall place sufficient material to completely cover the filter fabric from view. The cobble layer shall be approximately 12" in depth over the entire swale area. All material in the entire infiltration swale area shall be from a single approved supply source.

The lump sum contract price paid for Cobble shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing cobble in the storm drain infiltration swale as shown on the plans, as specified in City of Turlock Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 11 SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

REFER TO THE PROJECT PLANS FOR SECTION 11 OF THE SPECIAL PROVISIONS

SECTION 12 WORK ZONE MOBILITY

POLICY:

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

TRAFFIC MANAGEMENT PLAN:

1. Temporary Traffic Control Plan

Contractor shall meet the requirements outlined in Section 11 of the City of Turlock Standard Specifications, and the following:

- Contractor shall be required to maintain the normal flow of traffic through the existing signalized intersection and across the railroad tracks to the maximum extent possible using reasonable measures of work phasing. The following alterations to normal traffic signal operation may be made by the Contractor for work items listed under each

alteration. Contractor shall notify the Engineer 72 hours prior to each traffic alteration to allow for City staff to make signal timing adjustments.

1. Railroad crossing closure

A closure of the railroad crossing shall be made at the right of way line between the public right of way and Union Pacific Railroad property. **To allow adequate time to allow Union Pacific Railroad to obtain materials necessary for the railroad crossing improvements, and due to the Stanislaus County Fair, Contractor will not be allowed to close the railroad crossing until after July 24, 2017.** Contractor shall place concrete barrier rail (K-rail), or approved equal, for the full width of the roadway on Fulkerth Road both east and west of the Railroad crossing with appropriate signage. All signalized traffic movements that aren't expressly prohibited as a result of the railroad crossing closure shall be required to remain in operation. This traffic alteration applies to the following items of work:

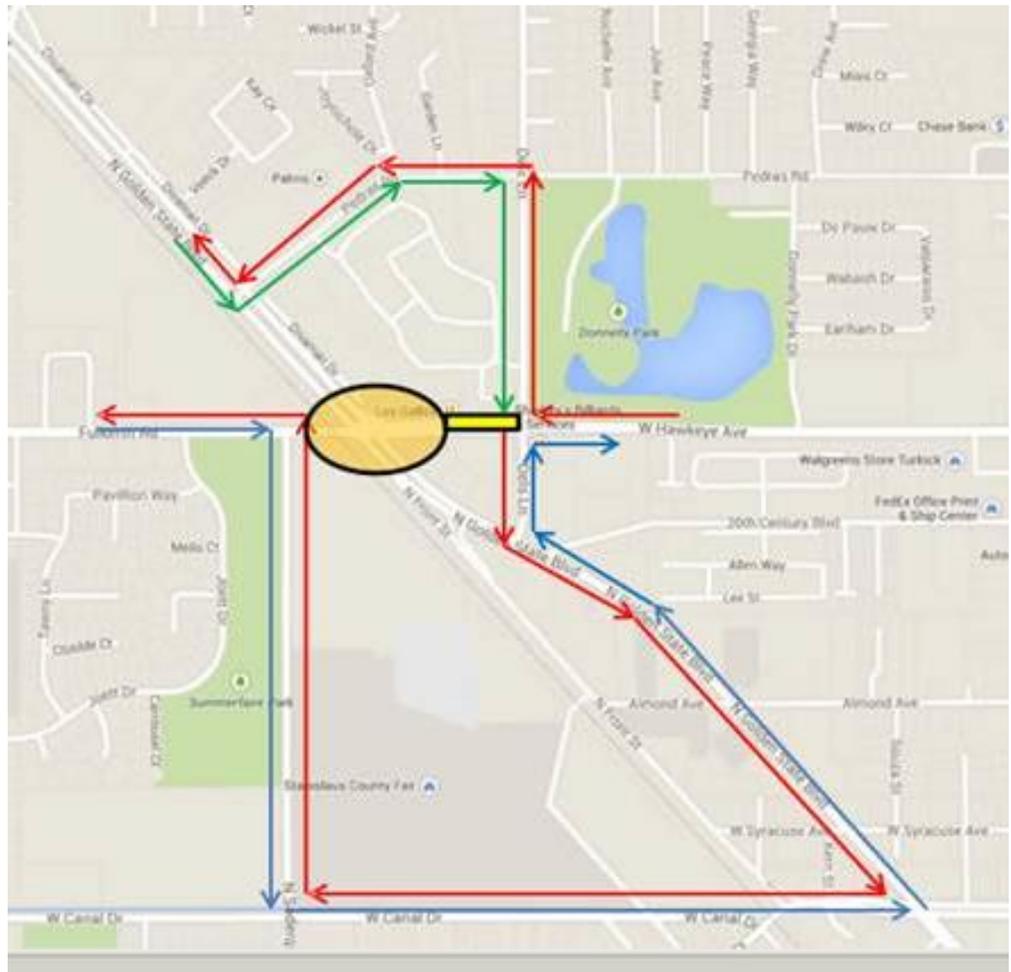
- Concrete panel removal and installation by the Union Pacific Railroad. Contractor shall assume that Union Pacific Railroad will begin their track surface work early Monday morning and require full four (4) days to complete
- Form and pour new concrete median curb where proposed Union Pacific Railroad facilities are to be installed, including demolition of facilities that conflict with this proposed concrete median curb

2. Full intersection closure

A complete closure of all legs of the intersection shall be allowed for the following work items, provided that the critical path is diligently pursued:

- Installation of proposed railroad warning devices and related appurtenances by the Union Pacific Railroad.
- Removal of existing railroad warning devices and appurtenances by the Union Pacific Railroad.
- Demolition of curb, gutter, sidewalk, traffic signal equipment
- Form and pour new concrete median curb, curb and gutter, and sidewalk
- Widening of roadways
- Grinding
- Paving

Detour routes shall be provided to route traffic around the intersection as shown in the graphic below.



3. Stop controlled intersection

This alteration allows each traffic movement using an all-way stop controlled intersection. This alteration may apply to the following work items:

- Install traffic signal equipment and vehicle detection loops
- The Contractor shall ensure that there is ingress and egress access provided to the Hawkeye Shopping Center from the main driveway on West Hawkeye Ave. at all times during construction. The Hawkeye Shopping Center is located on the north side of West Hawkeye Avenue between N. Golden State Boulevard and Del's Lane. Modifications to the existing median that are necessary egress onto West Hawkeye Avenue shall be reviewed and approved by the Engineer.
- The Contractor shall develop and submit temporary traffic control plans (TTCP) to the Engineer for review. TTCPs shall be prepared and signed by a person competent to perform said design. If the Engineer accepts the TTCP, the Contractor shall implement the TTCP.
- The Contractor will be allowed to close lanes of traffic to accomplish the Work, provided that one lane in each direction is open to traffic. If the Work requires closure

of lanes that would make it impossible to leave one lane in each direction open to traffic, the Contractor will be allowed to use flaggers and have one lane of traffic open. The Contractor will bear the entire cost of the flagging. The Contractor will avoid closure of the road to traffic at any point to the maximum extent possible. Proposed road closures shall be included in the TTCP for review and approval by the Engineer prior to implementation. When road closures are absolutely necessary, Contractor shall submit a detour plan for review and approval by the Engineer prior to implementing the road closure.

- The Contractor shall bear the full cost of flagging operations.
- The Contractor shall only be allowed to place traffic control devices for closures of lanes in areas where Work is occurring. If an area is not being worked on, the traffic control devices must not restrict traffic.
- In times of low visibility (dark, foggy, etc.) the Contractor shall affix flashing beacons to all traffic control devices in a standard method.
- If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.
- The cost of repairing or replacing said traffic control devices shall be the responsibility of Contractor. The cost of supplying any and all traffic control devices shall be considered as included in other contract items of work and no additional compensation will be allowed therefore.
- If the Contractor does not adhere to the accepted TTCP, the Engineer may shut down the Contractor's operations for the remaining day and any subsequent days required for Contractor to comply with the accepted TTCP. Such shut downs are not subject to additional working days.

The lump sum contract price paid for Traffic Management Plan shall include full compensation for preparing and implementing temporary traffic control plans, installation of advance warning signs, barricades, delineators, traffic control signage, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in implementing the traffic management plan, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

SECTION 13 BLANK

~END OF SPECIAL PROVISIONS~

APPENDIX A

EROSION AND SEDIMENT CONTROL PLAN WORKSHEET

City of Turlock



EROSION AND SEDIMENT CONTROL PLAN WORKSHEET

FOR

SMALL CONSTRUCTION PROJECTS



Serving the public interest in partnership with developers, homeowners, and contractors, in order to build a better community to ensure the safety, health and welfare of the citizens of Turlock.

What is this document for?

The City's Phase II MS4 NPDES General Permit issued by the State Water Board to the City, requires the City to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the City's storm water drainage system and, subsequently, impact local receiving waters. The City's Permit requires the City to require the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP). The ESCP must identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMPs) used to prevent erosion and control sedimentation within the project. This document is a worksheet to assist owners of small projects to determine appropriate control measures for their project.

Who is required to complete this document?

All construction projects that have soil disturbance and pass through plan check or the City's permitting process must develop an ESCP. Projects having more than 1 acre of soil disturbance or those projects that are part of a larger common plan may be required to comply with the State Water Board's Construction General Permit (CGP), which requires the development of a Storm Water Pollution Prevention Plan (SWPPP). For these larger projects, the CGP-required SWPPP may be submitted in lieu of the ESCP. For all other projects (small projects) having less than 1 acre of soil disturbance or those that qualify for a waiver or exemption from the CGP, they must submit an ESCP using this worksheet.

What is required in this document?

This worksheet requires basic project and contact information, as well as, basic site information including location, status, approximate start and end dates and the area of soil disturbance.

The Best Management Practices (BMPs) that will be used during construction are also required to be identified.

A basic site map showing the project boundaries, adjacent streets, storm drain inlets, placement of BMPs, and where construction work will be occurring is required to be included.

BMPs, as defined on the EPA's website, is *"a term used to describe a type of water pollution control. Storm water BMPs are techniques, measures or structural controls used to manage the quantity and improve the quality of storm water runoff. The goal is to reduce or eliminate the contaminants collected by storm water as it moves into streams and rivers."*

For more details on BMPs please visit the California Storm Water Quality Association's website at:

www.casqa.org/resources/bmp-handbooks

or Caltrans's website at:

www.dot.ca.gov/hq/construc/stormwater/manuals.htm

1 Project Information

Project Name:	
Project Address:	
Project Size: (sq. ft. or acres)	
Anticipated Construction Start Date:	
Anticipated Construction End Date:	
Soil Disturbance Area (sq. ft. or acres):	
Number of Storm Drain Inlets within 50 ft. of the soil disturbance.	
Does project require other permits or requirements? Check all that apply.	<input type="checkbox"/> NPDES General Construction Permit (NOI & SWPPP required) <input type="checkbox"/> NPDES Industrial General Permit <input type="checkbox"/> MS Phase II Permit (ESCP and/or Post Construction BMP) <input type="checkbox"/> 404 Permit (Clean Water Act) <input type="checkbox"/> 401 Permit (Water Quality Certification) <input type="checkbox"/> 1600 Agreement (Streambed Alteration) <input type="checkbox"/> Waste Discharge Requirements (non-federal State Waters) <input type="checkbox"/> Irrigated Lands Regulatory Program (Commercial Ag) <input type="checkbox"/> Low or Limited Threat NPDES Permit (Dewatering Groundwater)

2 Owner Information

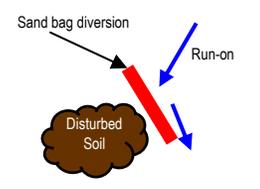
Name:	
Address:	
Phone Number:	
Email:	

3 Contractor Information

Name:	
Company Name:	
Address:	
Phone Number:	
Email:	

4 Best Management Practices

4.1 Run-On Control BMPs

<p>When surface flow of storm water runoff is allowed to pass through disturbed soils at an active construction project it can mobilize sediment and carry it into the municipality's storm drainage system and into the local receiving waters. This results in deposition of sediment in the municipal drainage system which causes more frequent maintenance and can cause flooding. The sediment is also harmful to the local waterways.</p>	
--	---

Does storm water have the potential to run-on to the construction site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, will storm water surface flow be diverted around any disturbed soil areas? Show how it will be diverted on the site map.	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.2 Erosion Control BMPs

The definition of erosion is the detachment of soil particles. These particles can become detached by rain, wind, or construction activity. Although construction, by nature, disturbs soil. It is vital to place a temporary or permanent covering over disturbed soil as soon as possible. Projects are not allowed to leave areas of exposed soil that do not have a cover. On the table below and on the site map show how you will prevent erosion at your project.

CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
EC-1	Scheduling (work will be conducted during the dry season)		
EC-2	Preservation of Existing Vegetation (existing vegetated areas will not be disturbed)		
EC-4	Area to be vegetated with landscaping, turf, or hydroseeding		
EC-7	Temporary Erosion Control using an erosion control blanket or geotextile		
EC-6 & EC-8	Area covered with a temporary or permanent mulch including straw, wood, compost, hydromulch, or equivalent		
EC-16	Non-Vegetated Stabilization (covered with aggregate, paving, permanent structures / surfaces)		
WE-1	Wind Erosion Control (kept moist to prevent wind erosion)		

4.3 Temporary Sediment Control BMPs

Sediment control is accomplished by two ways. First, giving sediment every opportunity to settle out of storm water runoff while still on the project. Second, remove sediment from surfaces that has been carried or tracked off site before it enters the municipal drains. Each project must have effective perimeter sediment control. Drain inlets within 50 feet of the project must be protected. Any visible track out or sedimentation onto municipal property must be removed as soon as possible. On the table below and on the site map show how you will control sediment at your project.

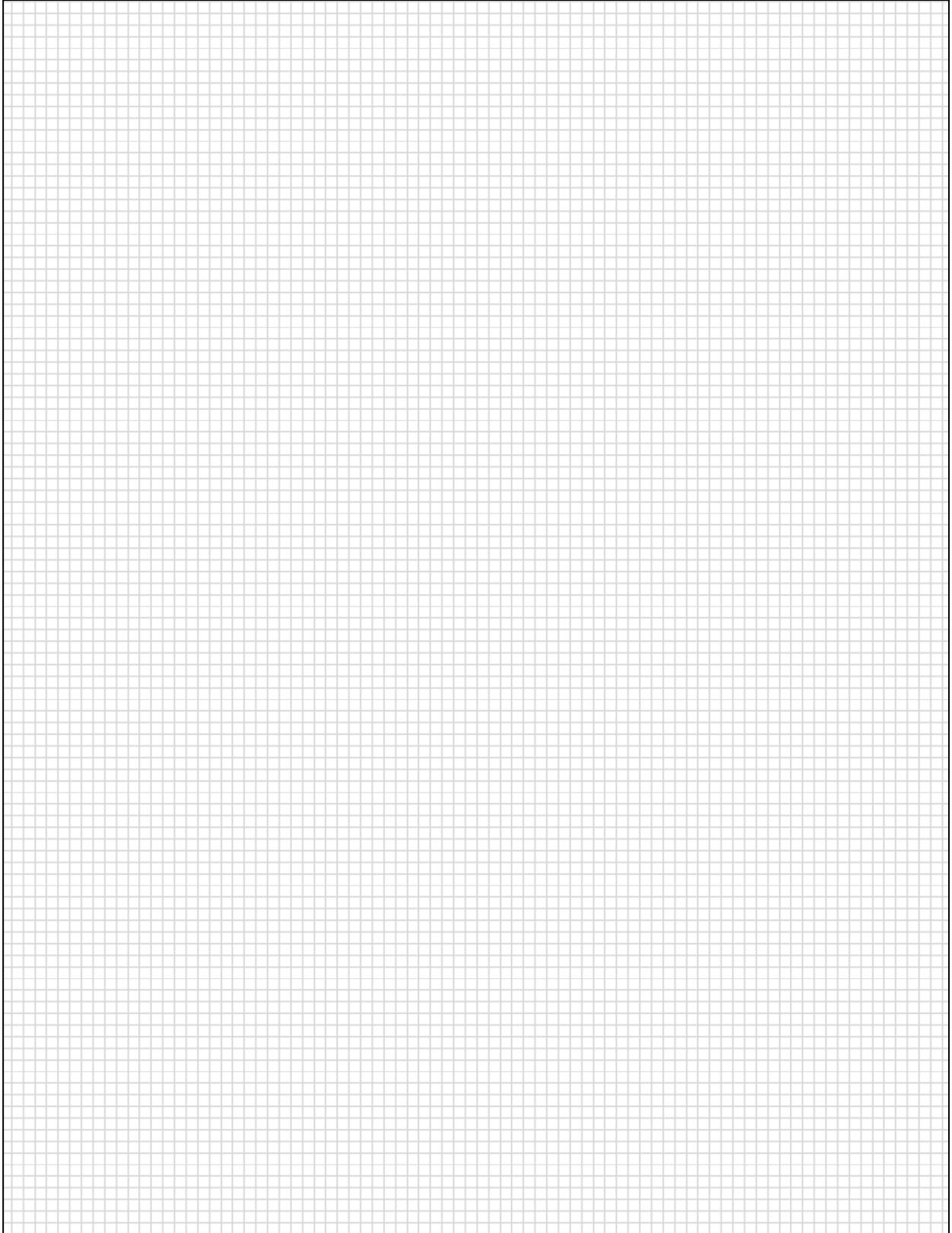
CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
SE-1	Temporary Silt Fence		
SE-2 or SE-3	Sediment basin or trap (all or some of the storm water drains to a retention pond or basin where sediment can settle out)		
SE-5	Temporary Fiber Rolls / Straw Wattles		
SE-6 or SE - 8	Temporary Gravel Bag Berm or Sand Bag Barrier		
SE-7	Street Sweeping (inspect roads and sidewalks daily and sweep as necessary)		
MS4 Standard	Curb cutback (maintain a minimum of 4 inches of elevation difference between the disturbed soil and the top of the existing curb, sidewalk, or paved surface)		
SE-10	Temporary Drain Inlet Protection (mandatory for any DI's within 50 feet of the project)		
SE-13	Compost Socks / Biofilter Bags		
MS4 Standard	Stabilized Construction Exit – Constructed with aggregate at the project owner's specification, but it must be effective in controlling trackout.		
TC-2	Stabilized Construction Roadways		
WM-03	Stockpile Management (stockpiles that have not been actively used in the last 14 days must be covered with an erosion control blanket or plastic sheeting and contained with a fiber roll or gravel bag berm)		

4.4 Non-Storm Water Pollution Control BMPs

The City ordinances prohibit the discharge to its municipal drainage system of any wash water, unpermitted construction site dewatering, saw-cutting or grinding slurries, unpermitted hydrotest water, chlorinated swimming pool or fountain water, concrete or paint wash out, or spills of hazardous materials or other substances. On the table below, list any of the activities that may apply to your project; and on the site map show the location of these activities.

CASQA Fact Sheet	BMP Name	Activity Planned? (Yes/No)	Describe the BMP to be implemented. If not used, state the reason why.
NS-3	Paving, Sealing, Saw-cutting, Coring, and Grinding Operations		
NS-7	Potable Water / Irrigation Testing and Discharge to the Municipal Drainage System		
NS-8	Vehicle and Equipment Cleaning Performed on Site		
NS-9 & WM-04	Vehicle and Equipment Fueling Performed on Site		
NS-10	Vehicle and Equipment Maintenance Performed on Site		
NS-12/13 & WM-08	Concrete, Stucco, Plaster, Tile, or Masonry Work		
WM-09	Temporary Sanitary Waste Facilities (port-a-potties)		
WM-01	Storage of Hazardous Materials on the Project Site (paints, solvents, acids, fuel, lubricants, etc.)		

5 Site Map (draw map below or attach another map)



APPENDIX B

KINDER MORGAN CORRESPONDENCE AND REQUIREMENTS



SFPP, L.P.
Operating Partnership

January 5, 2014

ENG 4-2-1 (47.1 – 62) OOS
File Reference #14-919-1

Stephen Fremming, P.E.
Associate Civil Engineer
City of Turlock
Engineering Division
Suite 150
156 S. Broadway
Turlock CA 95380

Re: Fulkerth Road and Golden State Boulevard - Intersection Improvement

Dear Mr. Fremming:

This is in reply to your email dated November 7, 2014, concerning the above referenced project in the City of Turlock, California.

Enclosed is a copy of drawing LS 62, sheet 35, which depicts the general alignment of Kinder Morgan's (KM) 8-inch out of service pipeline.

In the interest of public safety and for pipeline protection, the following provisions must be considered in the design and subsequent construction of improvements near KM's pipeline.

1. Adherence to applicable provisions enumerated in the enclosed copy of (a) L-OM200-29 "Guidelines for Design and Construction" relating to proposed projects affecting KM pipelines and (b) copy of Information Bulletin #03-001, issued from the Office of the State Fire Marshal concerning encroachments within and adjacent to pipeline easements.
2. Exact pipeline location can only be determined by pothole at maximum 50 feet intervals (or as required by the on-site KM representative). The pothole work must be performed by hand excavation and in the presence of a pipeline representative.
3. Notify KM Area Manager, Mr. Grant McClellan (925) 682-0764, at least two weeks prior to commencement of work. Mr. McClellan will arrange for a pipeline representative to be present during work near the pipeline.

City of Turlock
Engineering Division
January 5, 2015
Page 2 of 2

To avoid delays in response to future correspondence, please refer to File Reference #14-919.

Sincerely,

Original signed by
P. P. Martin

P. P. Martin
Manager - Pipeline Engineering

T: Quinn/letters/ENG4-2-1/14-919-1/BN

Enclosures

cc: G. W. McClellan w/copy of inquiry

bcc: D. K. Schminke
P. G. Murphy
M. E. Esquibel



INFORMATION BULLETIN #03-001

Date Issued: June 20, 2003

SUBJECT: ENCROACHMENTS INTO OR ON PIPELINE EASEMENTS

The purpose of this informational bulletin is to delineate the position of the State Fire Marshal regarding encroachments onto the pipeline easements.

Section 51014.6 of the California Government Code states, “ (a) Effective January 1, 1987, no person, other than the pipeline operator, shall do any of the following with respect to any pipeline easement: (1) Build, erect, or create a structure or improvement within the pipeline easement or permit the building, erection, or creation thereof. (2) Build, erect, or create a structure, fence, wall, or obstruction adjacent to any pipeline easement which would prevent complete and unimpaired surface access to the easement, or permit the building, erection, or creation thereof. (b) No shrubbery or shielding shall be installed on the pipeline easement which would impair aerial observation of the pipeline easement. This subdivision does not prevent the revegetation of any landscape disturbed within a pipeline easement as a result of construction the pipeline and does not prevent the holder of the underlying fee interest or the holder’s tenant from planting and harvesting seasonal agricultural crops on a pipeline easement. (c) This section does not prohibit a pipeline operator from performing any necessary activities within a pipeline easement, including, but not limited to, the construction, replacement, relocation, repair, or operation of the pipeline.

It is the position of the State Fire Marshal that nothing shall encroach into or upon the pipeline easement, which would impede the pipeline operator from complete and unobstructed surface access along the pipeline right of way. Nor shall there be any obstructions, which would shield the pipeline right of way from observation. In the interest of public safety and the protection of the environment, it is imperative that the pipeline operator visually assesses the conditions along the easement to ensure the integrity of the pipeline.

It is the responsibility of the pipeline operator to ensure they have unimpeded surface access and to be able to physically observe all portions of their pipeline rights of way. In cases where this is not possible, the pipeline operator shall inform the State Fire Marshal. The State Fire Marshal shall in conjunction with the pipeline operator resolve the issue.

Questions regarding the issue of pipeline encroachment can be addressed to:

Bob Gorham, Chief
Cal Fire/State Fire Marshal
Pipeline Safety Division
3950 Paramount Blvd. Suite 210
Lakewood, CA 90712

(562) 497-9100
(562) 497-9104 (fax)
bob.gorham@fire.ca.gov



Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

Name of Company: _____

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the ROW Department.

Design

- ♦ KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- ♦ Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- ♦ Only facilities shown on drawings reviewed by _____ (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- ♦ KM shall approve the design of all permanent road crossings.
- ♦ Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- ♦ The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- ♦ Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- ♦ Planting of shrubs and trees is not permitted on KM pipeline easement.
- ♦ Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- ♦ Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM hazardous liquids pipeline.
- ♦ A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- ♦ The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- ♦ The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.



Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement
- No pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM pipelines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from _____ (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires. Equipment excavating within ten (10) feet of KM Pipelines will have a plate guard installed over the teeth to protect the pipeline.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to observe any construction activities within ten (10) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within **two (2) feet** of KM pipelines, valves and fittings unless State requirements are more stringent. However, proceed with extreme caution when within three (3) feet of the pipe.
- A KM representative will monitor construction activity within 25 feet of KM facilities during and after the activities to verify the integrity of the pipeline and to ensure the scope and conditions agreed to have not changed. Monitoring means to conduct site inspections on a pre-determined frequency based on items such as: scope of work, duration of expected excavator work, type of equipment, potential impact on pipeline, complexity of work and/or number of excavators involved.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting. KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

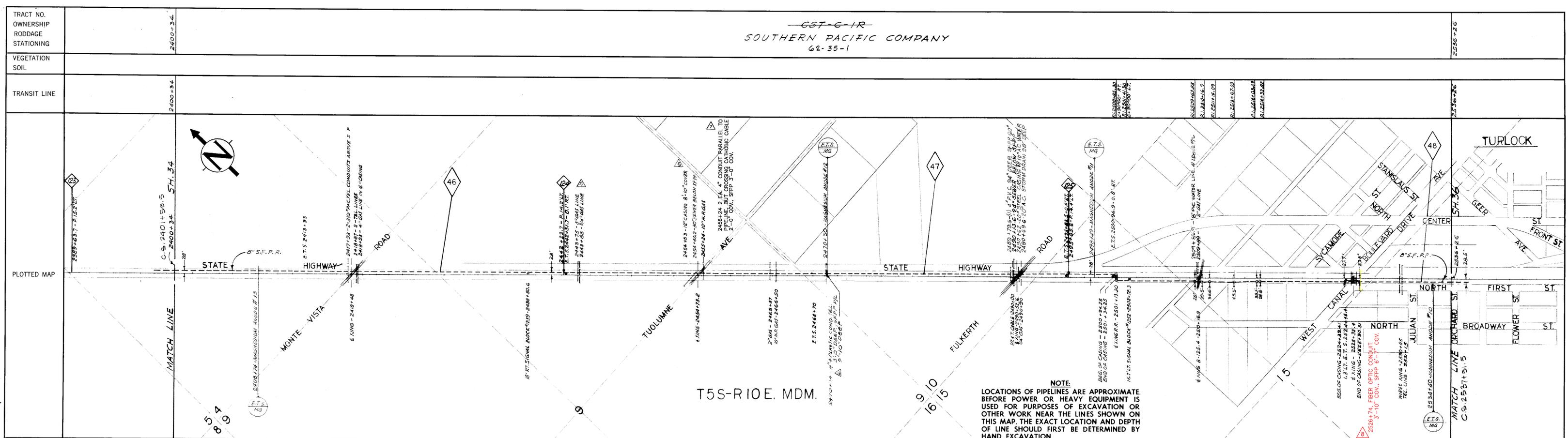
No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. (*note: covered above*) KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. (*note: covered above*)

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

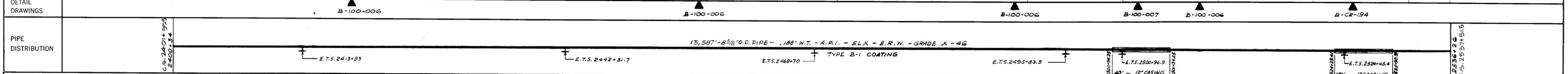
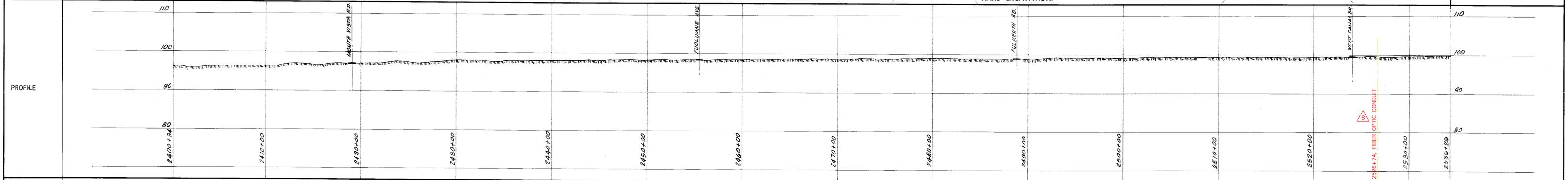
Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

GST-C-1R
SOUTHERN PACIFIC COMPANY
62-35-1



NOTE:
LOCATIONS OF PIPELINES ARE APPROXIMATE. BEFORE POWER OR HEAVY EQUIPMENT IS USED FOR PURPOSES OF EXCAVATION OR OTHER WORK NEAR THE LINES SHOWN ON THIS MAP THE EXACT LOCATION AND DEPTH OF LINE SHOULD FIRST BE DETERMINED BY HAND EXCAVATION.



SCHEDULE OF PROPERTY									
NO.	GRANTOR	GRANTEE	INSTR	DATE	RECORD	CUST. NO.	AREA		REMARKS
							SQ. FT.	ACRES	
62-35-1	S.P. CO.	SPPL							

SCHEDULE OF PROPERTY									
NO.	GRANTOR	GRANTEE	INSTR	DATE	RECORD	CUST. NO.	AREA		REMARKS
							SQ. FT.	ACRES	

TOTAL ACTUAL PIPE FOOTAGE THIS SHEET 8"-13,597' FIELD SURVEY BOOK # 4 PGS. 2-14.

SFPP, L.P.
ORANGE CALIFORNIA

PIPELINE ROUTE MAP
STOCKTON TO ATWATER
STANISLAUS COUNTY, CALIFORNIA
STA. 2400+34.00 TO STA. 2536+26.00

LINE SEC. SHEET: 62 35

SCALE: 1" = 400'

DATE: 1/15/63

DRAWN: J.K.

CHECKED: V.A.

APPROVED: [Signature]

V-7
35

NO.	DATE	BY	DESCRIPTION

NO.	DATE	BY	DESCRIPTION
1	11-20-62	SSI	FOREIGN LINE XING
2	12-15-62	JK	ADDED FOREIGN LINE XING
3	12-15-62	JK	ADDED FOREIGN L.N. XING
4	7-2-60	JR	ADDED FOREIGN LINE XING
5	3-3-60	JR	REVISED R/W NUMBERS
6	7-2-59	JR	ADDED CONT. S.A. & REVISED
7	4-1-56	CG	ADDED FOREIGN LINE CROSSING
8	9-16-74	A.Q.	ADDED MAGNESIUM ANODES
9	1-15-63	J.K.	AS BUILT



May 17, 2016

ENG 4-2-1 (47.1 – 62) OOS
File Reference #14-919-3

Stephen Fremming, P.E.
Associate Civil Engineer
City of Turlock
Engineering Division
Suite 150
156 S. Broadway
Turlock CA 95380

Re: Fulkerth Road and Golden State Boulevard - Intersection Improvement
Capital Project No. 14-28

Dear Mr. Fremming:

This is in reply to your email dated March 9, 2016, concerning the above referenced project in the City of Turlock, Stanislaus County, California.

Kinder Morgan has received the 90% completion preliminary plans for this project. The drawings show the general representation of the pipeline. Accurate determination of the pipeline must be done through potholing. Moving forward with this project we recommend opening a ONE CALL ticket for the pipeline to be marked at the site.

Regarding the concrete foundation Kinder Morgan needs to receive the complete design drawings with all the calculations for the foundation in order to recommend the constructability of the concrete foundation.

In the interest of public safety and for pipeline protection, the following provisions must be considered in the design and subsequent construction of improvements near KM's pipeline.

1. Exact pipeline location can only be determined by pothole at maximum 50 feet intervals (or as required by the on-site KM representative). The pothole work must be performed by hand excavation and in the presence of a pipeline representative.
2. Notify KM Area Manager, Mr. Grant McClellan (925) 682-0764, at least two weeks prior to commencement of work. Mr. McClellan will arrange for a pipeline representative to be present during work near the pipeline.
3. Please notify the project owner (utility company, government agency, etc.) and all construction companies regarding Kinder Morgan's requirement of two weeks' notice prior to any work done near KM's pipeline and/or facilities. See note #2 above for the KM personnel to notify of work pending near KM's pipelines or facilities.

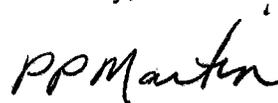
4. Please note that costs associated with ROW inspection, damage prevention and code compliance may be incurred. Depending on specific conditions of the work, Kinder Morgan may seek reimbursement of these costs.

Senior Project Manager, Gregg Lies, will be your engineering contact as this project moves forward. He may be reached by via email at gregg_lies@kindermorgan.com or by phone at (503) 220-1239.

Kinder Morgan looks forward to working with you to comply with all state and federal safety regulations. However, please note we cannot make any representation about potential conflicts between our pipeline(s) and your proposed work without exact details of the location, scope, timing and method of your proposed work. Also, please note we need to receive your exact information sufficiently in advance of your work to make any comment on the possible impact.

To avoid delays in response to future correspondence, please refer to File Reference #14-919.

Sincerely,



P. P. Martin
Manager - Pipeline Engineering

T: Quinn/letters/ENG4-2-1/14-919-3/BN

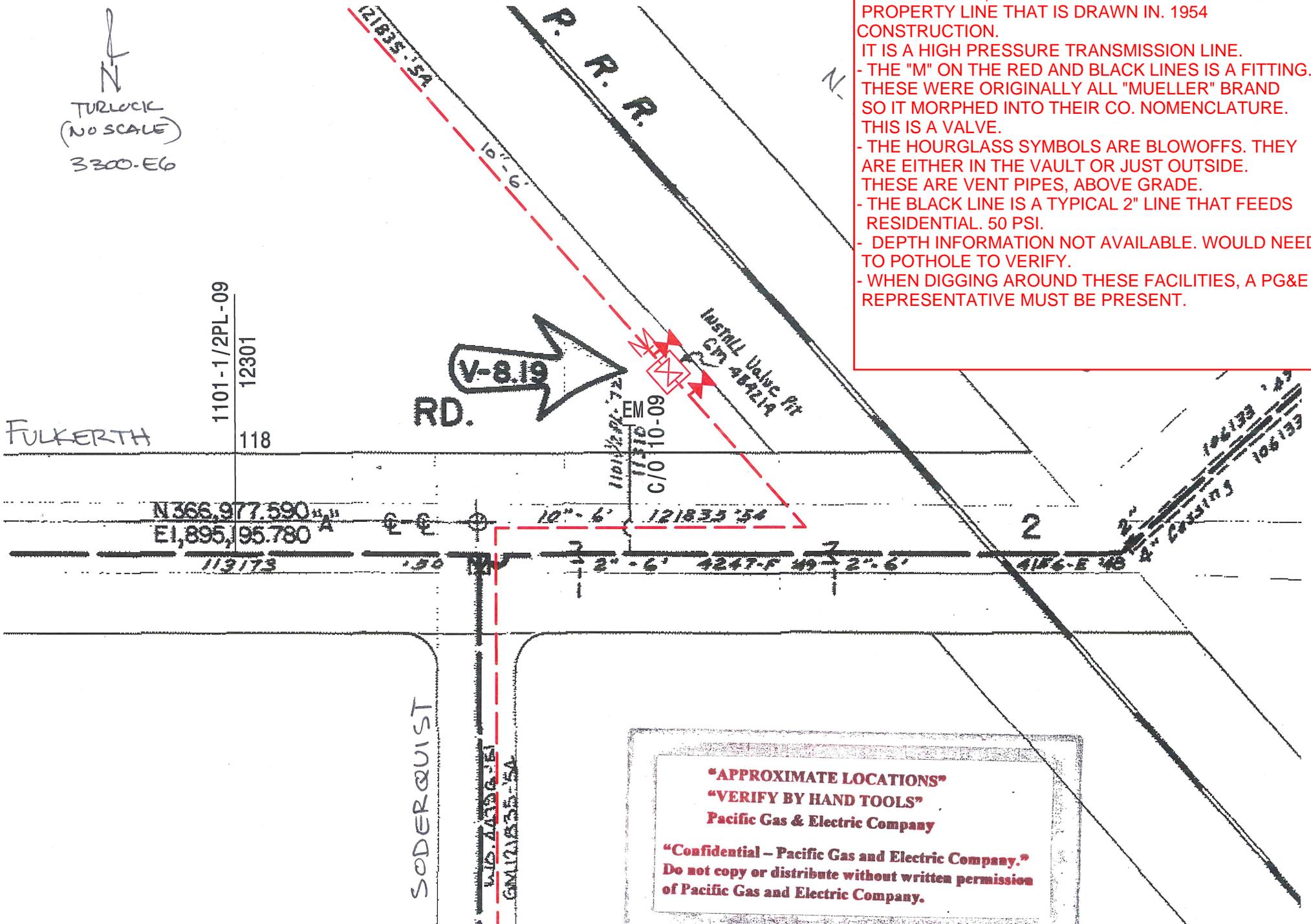
Enclosures – copy of inquiry and preliminary plans with KM pipeline highlighted

cc: G. W. McClellan w/copy of inquiry and preliminary plans
G. A. Lies w/copy of inquiry and preliminary plans

APPENDIX C

PG&E FACILITY MAP

TURLOCK
(NO SCALE)
3300-EG



CITY STAFF NOTES FROM PHONE CALL WITH PG&E
(ROGER DIAL (209) 384-4930) ON 1/20/2015:

- THE 10"-6' NOTE NEXT TO THE RED LINE MEANS IT IS A 10" DIA. PIPE, AND IS OFFSET 6' FROM THE NEARBY PROPERTY LINE THAT IS DRAWN IN. 1954 CONSTRUCTION.
- IT IS A HIGH PRESSURE TRANSMISSION LINE.
- THE "M" ON THE RED AND BLACK LINES IS A FITTING. THESE WERE ORIGINALLY ALL "MUELLER" BRAND SO IT MORPHED INTO THEIR CO. NOMENCLATURE. THIS IS A VALVE.
- THE HOURGLASS SYMBOLS ARE BLOWOFFS. THEY ARE EITHER IN THE VAULT OR JUST OUTSIDE. THESE ARE VENT PIPES, ABOVE GRADE.
- THE BLACK LINE IS A TYPICAL 2" LINE THAT FEEDS RESIDENTIAL. 50 PSI.
- DEPTH INFORMATION NOT AVAILABLE. WOULD NEED TO POTHOLE TO VERIFY.
- WHEN DIGGING AROUND THESE FACILITIES, A PG&E REPRESENTATIVE MUST BE PRESENT.

"APPROXIMATE LOCATIONS"
"VERIFY BY HAND TOOLS"
Pacific Gas & Electric Company

"Confidential - Pacific Gas and Electric Company."
Do not copy or distribute without written permission
of Pacific Gas and Electric Company.

APPENDIX D

QWEST/CENTURY LINK FACILITY MAP

STOCKTON, CALIFORNIA

STANISLAUS COUNTY
TULLOCK, CALIFORNIA

LOS ANGELES, CALIFORNIA

FROM WILLIAM PETERSON ON 2/4/2015
<WILLIAM.PETERSON@CENTURYLINK.COM>
"G IS FOR GAS, H IS OUR LINE AND SPR IS SPRINT"

SEE DWG NO. 124-3
RAILROAD STA. 1673+66 SURVEY STA. 39+60

R/R STA 1674+06
STA 40+00 R/L CHANGE

STA 40+39 POLE 42' O/S

R/R STA 1676+06
STA 42+00 R/L CHANGE

STA 42+18 POLE 42' O/S

R/R STA 1678+06
STA 44+00 R/L CHANGE

STA 43+93 POLE 41' O/S

DIRECTIONAL BORE DETAIL
NOT TO SCALE

STA 46+40	59°
STA 46+50	80°
STA 46+60	110°
STA 46+70	131°
STA 46+80	165°
STA 46+90	187°
STA 47+00	203°
STA 47+10	221°
STA 47+20	255°
STA 47+30	314°
STA 47+40	309°
STA 47+50	300°
STA 47+60	300°
STA 47+70	300°
STA 47+80	280°
STA 47+90	265°
STA 48+00	279°
STA 48+10	263°
STA 48+20	259°
STA 48+30	257°
STA 48+40	234°
STA 48+50	195°
STA 48+60	155°
STA 48+70	119°
STA 48+90	89°
STA 48+95	48°

R/R STA 1679+85
STA 45+79 R/L CHANGE

STA 45+51 POLE 41' O/S
R/R STA 1681+22

STA 46+20 END FENCE
50' O/S

STA 47+16 R/R SIGNAL
26' O/S

R/R STA 1680+46
STA 46+40 BEGIN DIRECTIONAL
BORE & R/L CHANGE

R/R STA 1681+24
STA 47+18 R/R SIGNAL
28' O/S

STA 46+57 GATE 11' O/S

R/R STA 1681+46
STA 47+40 R/L CHANGE

R/R STA 1680+68
STA 46+80 R/L CHANGE

R/R STA 1681+66
STA 47+60 R/L CHANGE

R/R STA 1680+76
STA 46+70 R/L CHANGE

R/R STA 1681+86
STA 47+80 R/L CHANGE

R/R STA 1680+98
STA 46+90 R/L CHANGE

R/R STA 1682+06
STA 48+00 R/L CHANGE

R/R STA 1681+16
STA 47+10 R/L CHANGE

R/R STA 1682+26
STA 48+20 R/L CHANGE

R/R STA 1681+26
STA 47+20 R/L CHANGE

STA 48+36 POLE 20' O/S

R/R STA 1681+32
STA 47+26 EDGE OF ROAD

R/R STA 1682+46
STA 48+40 R/L CHANGE

R/R STA 1681+36
STA 47+30 R/L CHANGE

R/R STA 1682+49
STA 48+43 R/R CABINET
18' O/S

R/R STA 1681+88
STA 47+82 R/R SIGNAL
40' O/S

STA 48+52 POLE 18' O/S

R/R STA 1681+90
STA 47+84 R/R SIGNAL
42' O/S

R/R STA 1682+66
STA 48+60 R/L CHANGE

STA 47+85 BEGIN FENCE
50' O/S

STA 48+84 GAS VENT
55' O/S

R/R STA 1681+94
STA 47+88 EDGE OF ROAD

R/R STA 1683+01
STA 48+95 END DIRECTIONAL
BORE & R/L CHANGE

STA 47+98 POWER LINE

STA 49+27 POLE 43' O/S

STA 48+25 GATE 9' O/S

R/R STA 1683+41
STA 49+35 R/L CHANGE

STA 51+07 POLE 43' O/S

NOTE: QUEST NETWORK CONSTRUCTION
SERVICES IS NOT RESPONSIBLE
FOR ANY UTILITY LOCATIONS
SHOWN OR NOT SHOWN
ON THIS DRAWING.

HOPF CONFIGURATION

○	2" BLACK HOPF
○	QUEST
○	2" ORANGE HOPF
○	QUEST

RAILROAD STA. 1686+34 SURVEY STA. 52+91
SEE DWG NO. 125-1

R/R STA 1686+63
STA 52+57 R/R CABINET
15' O/S

R/R STA 1686+71
STA 52+85 R/R SIGNAL
12' O/S

STA 52+68 POLE 20' O/S

R/R STA 1686+71
STA 52+65 R/R SIGNAL
12' O/S

Qwest
Network
Construction
Services

TITLE: FIBER OPTIC CABLE ROUTE
STOCKTON, CALIFORNIA
TO
LOS ANGELES, CALIFORNIA

REVISIONS

DATE	DESCRIPTION	INITIAL

SCALE
B SIZE DWG: 1" = 100'
D SIZE DWG: 1" = 50'

ENGINEER: MP 124 TO MP 125
SHEET 124-4

PROJECT: # 97380
SEGMENT: 1/SPAN A
STOCKTON, CA
TO
BAKERSFIELD, CA

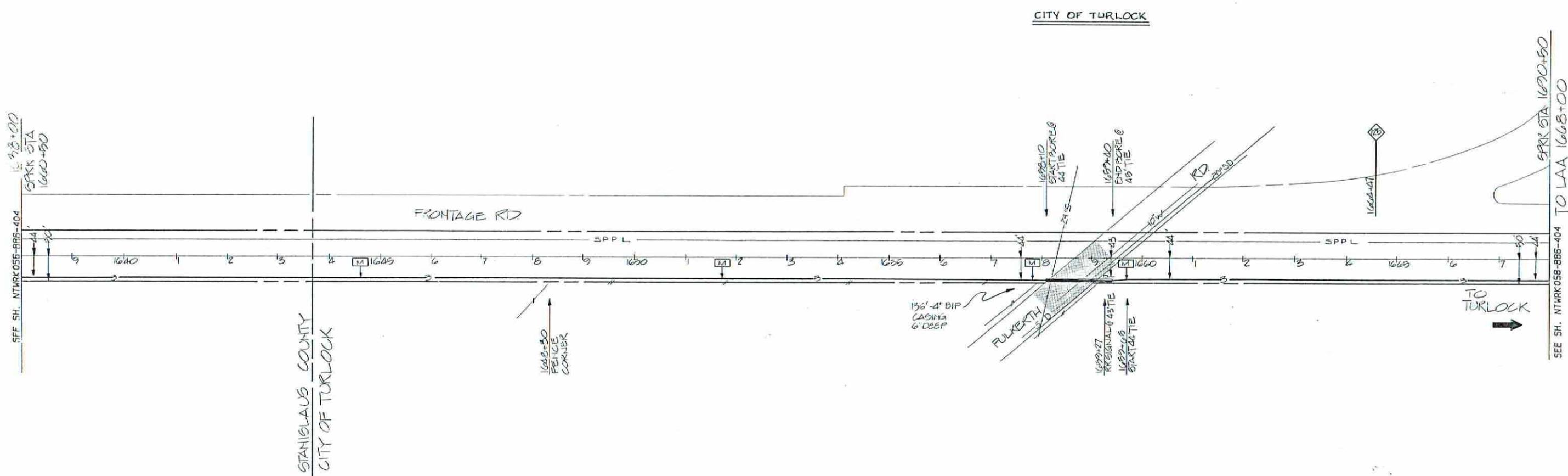
SECTION: 9
TOWNSHIP: 10 E
RANGE: 5 S

MATERIAL LIST	QUANTITY
CABLE 133W	
1W 5' X 2.5' X 2.5'	
BUR. CL. MARKS	2
JOINT BSP	
JOINT GSP	
2" BLACK HOPF 133W	
2" ORANGE HOPF 133W	

APPENDIX E

SPRINT FACILITY MAP

REVISIONS			
ISSUE	DESCRIPTION	DRAFTING / APPD	ENGR / APPD
01	DRAWING WAS NETWORK-881-409. CHANGE NUMBER PER NEW DCS STANDARDS PER COST CENTER 554563 NTRK000 - 0015205	10-03-89 LEJ	10-02-89 BG
		0013905	



Sprint does not warrant or guarantee in any manner the accuracy of this map. Any intended excavation requires notification to the local "One Call Center" or call Sprint's CALL BEFORE YOU DIG Center at 1-800-521-0579, at least 48 hours prior to commencing activity.

AS-BUILT

DRAFTER	GALENS	DATE	2-22-85
CHKD BY		DATE	
ENGR	GIN DUNSON	DATE	2-22-85
APPROVED BY		DATE	10-09-85
APPROVED BY		DATE	10-29-85

FIBER OPTICS ROUTE MAP AND DETAILS

PROJ. 50422 SJC TO LAA PHASE 1

SHEET 01 OF 01 **D** NTRK404-883-057

APPENDIX F

UNION PACIFIC RAILROAD CONSTRUCTION & MAINTENANCE AGREEMENT (SAMPLE, FROM PRIOR PROJECT)

SIGNAL INTERCONNECT AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF TURLOCK

COVERING

THE CONSTRUCTION, MAINTENANCE & OPERATION OF A
SIGNAL INTERCONNECT FACILITY FOR THE EXISTING F
STREET AT-GRADE PUBLIC ROAD CROSSING

AT

MILE POST 126.72 – FRESNO SUBDIVISION
DOT NO.: 752480P

IN OR NEAR

TURLOCK,
STANISLAUS COUNTY,
CALIFORNIA

UPRR Folder No.: 2734-83

UPRR Audit No.: _____

SIGNAL INTERCONNECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 (hereinafter "Railroad"), and the **CITY OF TURLOCK** a municipal corporation/political subdivision of the State of California to be addressed at 156 South Broadway, Suite 150, Turlock, CA 95380 (hereinafter "City"),

WITNESSETH:

WHEREAS, City desires to undertake as its project the installation of highway traffic control signals at the intersection of Golden State Hwy. and F Street in Turlock, Stanislaus County, California, as shown on the Railroad Location Print, marked **Exhibit A**, and the Detailed Print marked **Exhibit A-1**, each hereto attached and hereby made a part hereof; and

WHEREAS, Railroad has grade crossing protection devices at the intersection of its track and F Street at Mile Post 126.72, Fresno Subdivision; and

WHEREAS, Railroad agrees to install the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of City; and

WHEREAS, City and Railroad, severally and collectively, desire to interconnect and coordinate the operation of said signals.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

ARTICLE 1 – LIST OF EXHIBITS

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed Print
Exhibit B	Railroad Material and Force Account Work Estimate
Exhibit C	Form of Contractor's Right of Entry Agreement

ARTICLE 2 - SCOPE OF WORK

- a). City and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at Mile Post 126.72, Fresno Subdivision.

- b). Railroad agrees to install the necessary relays and other materials required for interconnect at City's expense, as set forth in Article 2(d) below.
- c). Railroad hereby grants permission and authority to City and/or its contractor to install the conduit with the necessary wiring on Railroad right of way on the condition that City requires any of its contractors performing work on Railroad's property to enter into a Right of Entry Agreement with Railroad. City acknowledges receipt of a copy of the Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the agreement. Under no circumstances will City's contractor be allowed onto Railroad's premises without first executing the Right of Entry Agreement.
- d). The City agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described herein. The Railroad estimates such cost to be **\$275,877.00**, as set forth in Railroad's Material and Force Account Estimate dated July 26, 2012, marked **Exhibit B**, hereto attached and hereby made a part hereof. Within one hundred twenty (120) days after Railroad has completed its work, the Railroad will submit a final billing to City for any balance owed. City shall pay the Railroad within Thirty (30) days of its receipt of all bills submitted by the Railroad.

ARTICLE 3 - CONSTRUCTION AND MAINTENANCE

The City, at its expense, shall furnish all labor, material, equipment and supervision for the installation and maintenance of highway traffic control signals at the intersection of Golden State Hwy. and F Street.

ARTICLE 4 - PAYMENT

In addition to the payment set forth in Article 1d. above, in consideration of City's agreement to perform and abide by the terms of this Agreement and the work to be performed by Railroad, City agrees to pay Railroad an administrative fee of **ONE THOUSAND DOLLARS (\$1,000.00)** upon the execution of this Agreement.

ARTICLE 5 - CONDITIONS

- a). Except as set forth in Article 5, City shall not be liable to Railroad on account of any failure of Railroad's flasher lights to operate properly nor shall Railroad have or be entitled to maintain any action against City arising from any failure from Railroad's flasher lights to operate properly. Similarly, Railroad shall not be liable to City on account of any failure of City's traffic signal to operate properly nor shall City have or be entitled to maintain any action against Railroad arising from any failure of City's traffic signal to operate properly.
- b). City reserves the right to cancel this agreement for any reason and at any time prior to Railroad proceeding with any part of the work outlined herein.
- c). Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by

City or its contractor(s). If it is, City or its contractor(s) will telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

ARTICLE 6 - INTERFERENCE

Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

ARTICLE 7 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- a). If the City will be hiring a contractor or contractors to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), the City shall require its contractor(s) to (i) execute the Railroad's then current Contractor's Right of Entry Agreement; (ii) obtain the insurance coverage described in Exhibit C of the current Contractor's Right of Entry Agreement; and (iii) provide the insurance policies, certificates, binders and/or endorsements to Railroad that are required in Exhibit C of the current Contractor's Right of Entry Agreement before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Crossing Area or on any other Railroad property.
- b). The City acknowledges receipt of a copy of Railroad's current Contractor's Right of Entry Agreement, attached hereto as **Exhibit C** and hereby made a part hereof, and confirms that it will inform its contractor(s) that it/they and their subcontractors are required to execute such form of agreement before commencing any work on any Railroad property. Under no circumstances will City's contractor(s) or any subcontractors be allowed on to Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- c). All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:
*Manager Contracts
Union Pacific Railroad Company
1400 Douglas Street, MS1690
Omaha, NE 68179-1690
UPRR Folder No. 2734-83*
- d). If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to Railroad's prior review and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
JOHN S. HERTZLER
Manager - Contracts

ATTEST:

CITY OF TURLOCK

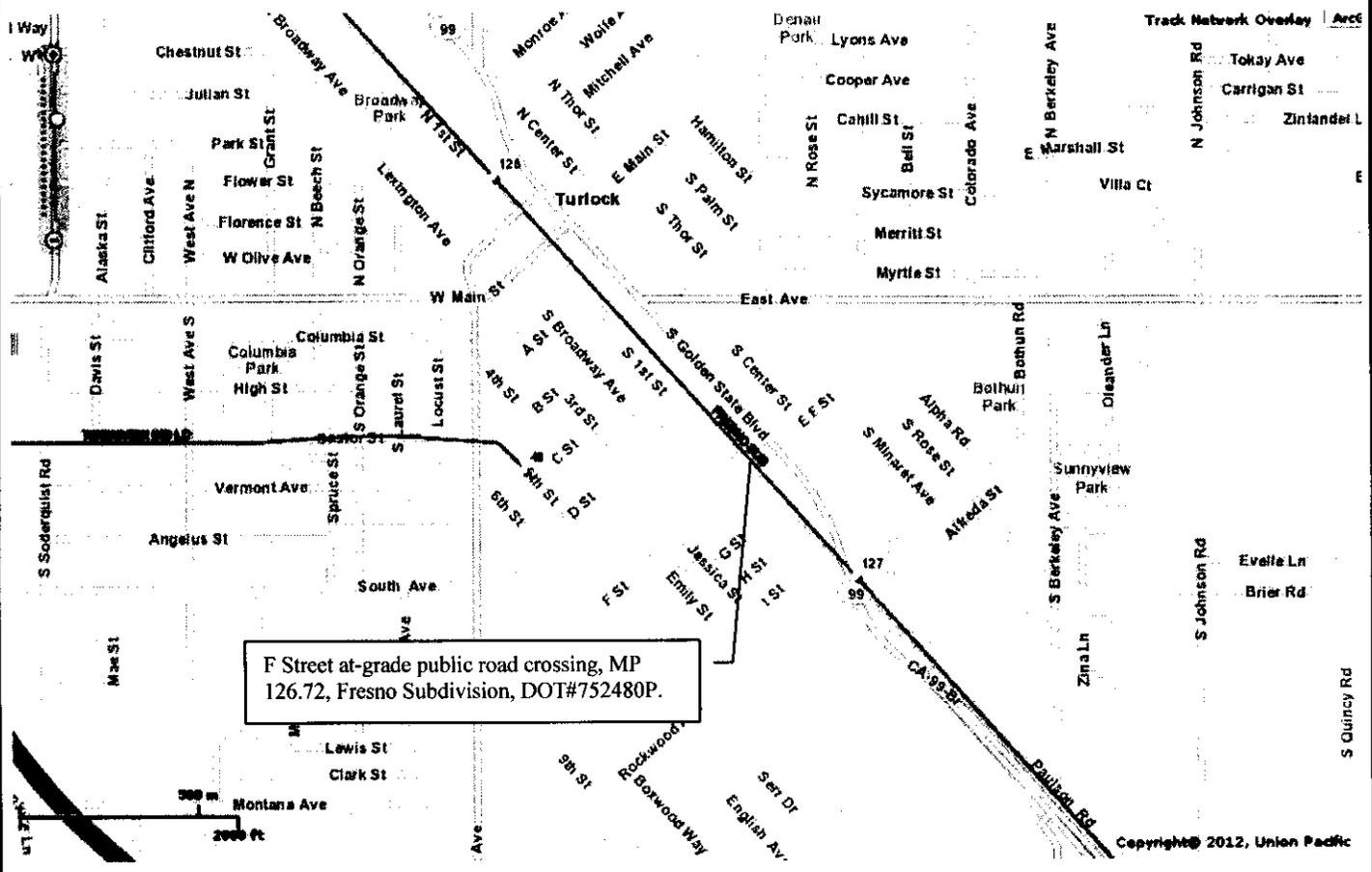
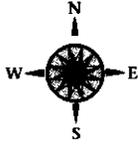
By _____
Printed Name: _____
Title: _____

EXHIBIT A

To Signal Interconnect Agreement

Cover Sheet for the
Railroad's Location Print

RAILROAD LOCATION PRINT OF AN AT-GRADE PUBLIC ROAD CROSSING SIGNAL INTERCONNECT CONSTRUCTION PROJECT



Copyright © 2012, Union Pacific

RAILROAD WORK TO BE PERFORMED:

1. Install simultaneous preemption facilities; and other signal materials.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

FRESNO SUBDIVISION
RAILROAD MILE POST 126.72
GPS: 37.488504, -120.840158
TURLOCK, STANISLAUS CO., CA.

To accompany an agreement with the
CITY OF TURLOCK
covering an existing at-grade public road
crossing signal interconnect construction project.

Folder No. 2734-83

Date: October 26, 2012

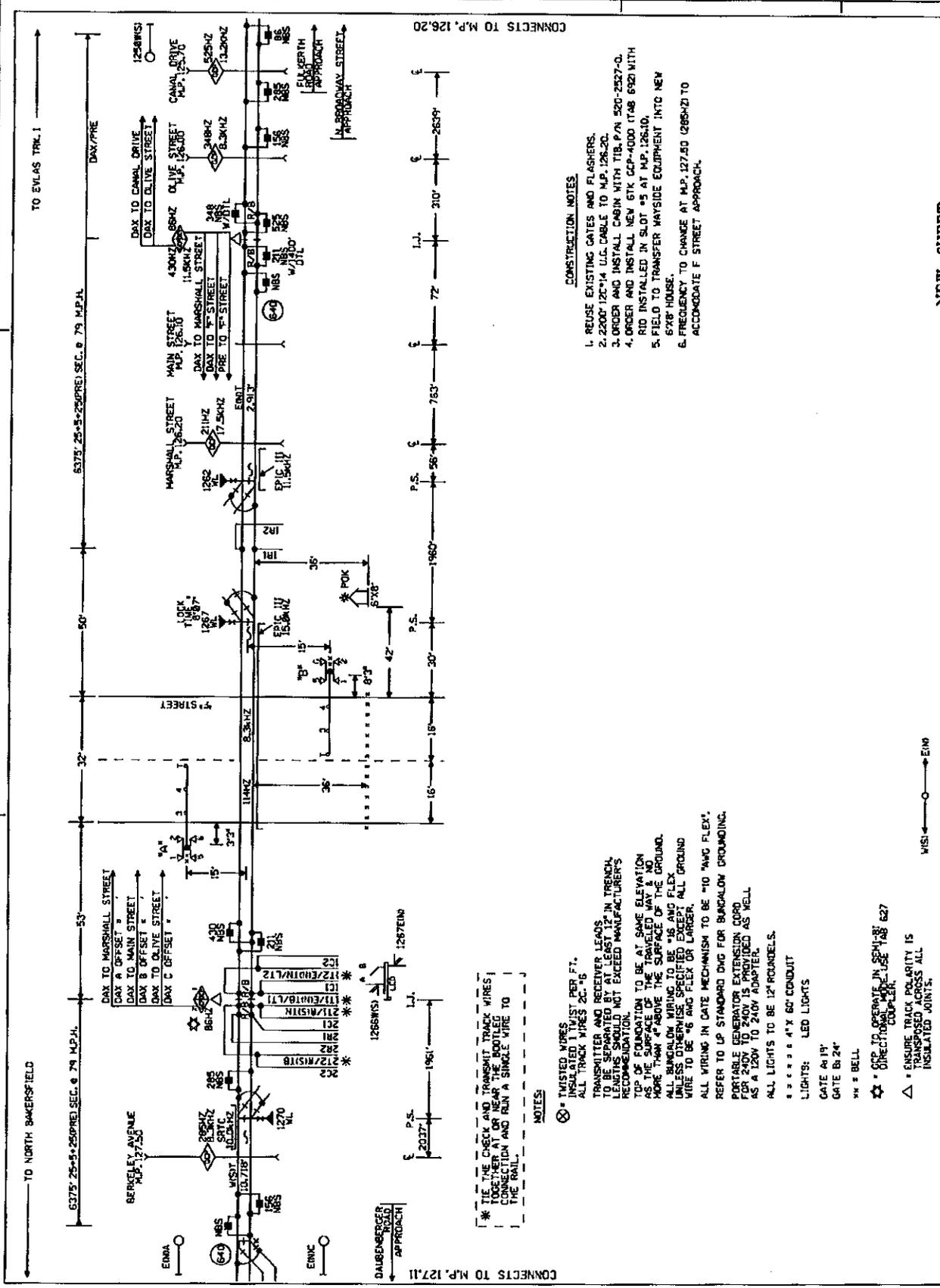
WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Signal Interconnect Agreement

Cover Sheet for the
Detailed Print



CONNECTIONS TO M.P. 127.11

TO NORTH BAKERSFIELD

6375' 25" ± 25' PREL. SEC. 6 79 M.P.H.

TO EVILAS TRK. 1

6375' 25" ± 25' (PREL) SEC. 6 79 M.P.H.

CONNECTIONS TO M.P. 129.20

- CONSTRUCTION NOTES**
1. REUSE EXISTING GATES AND FLASHERS.
 2. 2200' 12" x 14" U.C. CABLE TO M.P. 126.20.
 3. ORDER AND INSTALL CABIN WITH TIB. P.A. 520-2527-0.
 4. ORDER AND INSTALL NEW 6TK COP-4000 (TAG 692) WITH RID INSTALLED IN SLOT #5 AT M.P. 126.40.
 5. FIELD TO TRANSFER MANSIDE EQUIPMENT INTO NEW 678' HOUSE.
 6. FREQUENCY TO CHANGE AT M.P. 127.50 (265HZ) TO ACCOMMODATE F STREET APPROACH.

NOTES

- ⊗ TWISTED WIRES
- ⊙ INSULATED WIRES
- ALL TRACK WIRES 2C-6
- TRANSMITTER AND RECEIVER LEADS
- LEADS SHOULD BE INSTALLED IN TRENCH
- LEADS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.
- TIP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNDALOW WIRING TO BE #16 AWG FLEX
- ALL BUNDALOW WIRING TO BE #16 AWG FLEX
- WIRE TO BE #16 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX.
- REFER TO LP STANDARD DWG FOR BUNDALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUNDELS.
- ***** 4" x 60' CONDUIT
- LIGHTS: LED LIGHTS
- GATE # 19'
- GATE # 24'
- WM # BELL
- ★ * CIRCUIT BREAKER IN SIGNAL COUPLER
- △ * ENSURE TRACK POLARITY IS TRANSPERSED ACROSS ALL INSULATED JOINTS.



WSS ← ○ → EINO

UNION PACIFIC RAILROAD	
DATE	09/18/12
CHG	AKA
CHK	AKA
APP	AKA
DATE	09/18/12
CHK	AKA
APP	AKA
DATE	09/18/12
CHK	AKA
APP	AKA

NEW SHEET

UNION PACIFIC RAILROAD

TURLOCK, CALIFORNIA

"F" STREET

FRESNO SUBDIVISION

DATE: 09/18/12

CHK: AKA

APP: AKA

DATE: 09/18/12

CHK: AKA

APP: AKA

DATE: 09/18/12

CHK: AKA

APP: AKA

EXHIBIT B

To Signal Interconnect Agreement

Cover Sheet for the
Railroad's Material Force & Account Estimate

DATE: 2012-07-26

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-01-24

DESCRIPTION OF WORK:
INSTALL NEW CWT CIRCUITRY FOR ADVANCE PREEMPTION
AT TURLOCK, CA. "F" STREET M.P. 126.72
ON THE FRESNO SUB. DOT #752480P
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL - CITY OF TURLOCK - 100%
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND
OVERHEAD CONSTRUCTION COST'S - 167.76%

PID: 78142 AWO: 14415 MP,SUBDIV: 126.72, FRESNO
SERVICE UNIT: 19 CITY: ALCANT STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			7117		7117		7117
LABOR ADDITIVE 167.76%			19936		19936		19936
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			31874		31874		31874
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				8272	8272		8272
LABOR ADDITIVE 167.76%			71172		71172		71172
MATL STORE EXPENSE				8	8		8
PERSONAL EXPENSES				22872	22872		22872
ROCK/GRAVEL/FILL				1000	1000		1000
SALES TAX				3309	3309		3309
SIGNAL			41525	82728	124253		124253
TRANSP/IB/OB/RCLW CONTR				12216	12216		12216
ENVIRONMENTAL - PERMITS				1	1		1
TOTAL SIGNAL			113597	130406	244003		244003
LABOR/MATERIAL EXPENSE			145471	130406			
RECOLLECTIBLE/UPRR EXPENSE					275877	0	
ESTIMATED PROJECT COST							275877

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT C

To Signal Interconnect Agreement

Cover Sheet for the Form of
Contractor's Right of Entry Agreement

UPRR Folder No.: 2734-83

UPRR Audit No.: _____

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Corporation)

RECITALS:

Contractor has been hired by the *City of Turlock* ("City") to perform work relating to the installation of highway traffic control signals at the intersection of Golden State Hwy. and F Street (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 126.72 on the Railroad's Fresno Subdivision in or near Turlock, Stanislaus County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Print marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the City.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of

performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

DENNIS W. MAGURES, MTM
Union Pacific Railroad
833 East 8th St.
Stockton, CA 95206
209-546-7333 (o) / 916-508-1034 (m)
dwmagure@up.com

BRIAN W. QUALLS, MSM
Union Pacific Railroad
833 E 8TH ST,
STOCKTON, CA 95206-0000
209 642-1032 (o) / 209 642-1032 (m)
bwqualls@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2734-83*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
JOHN S. HERTZLER
Manager Contracts

(Name of Contractor)

By _____

Printed Name: _____

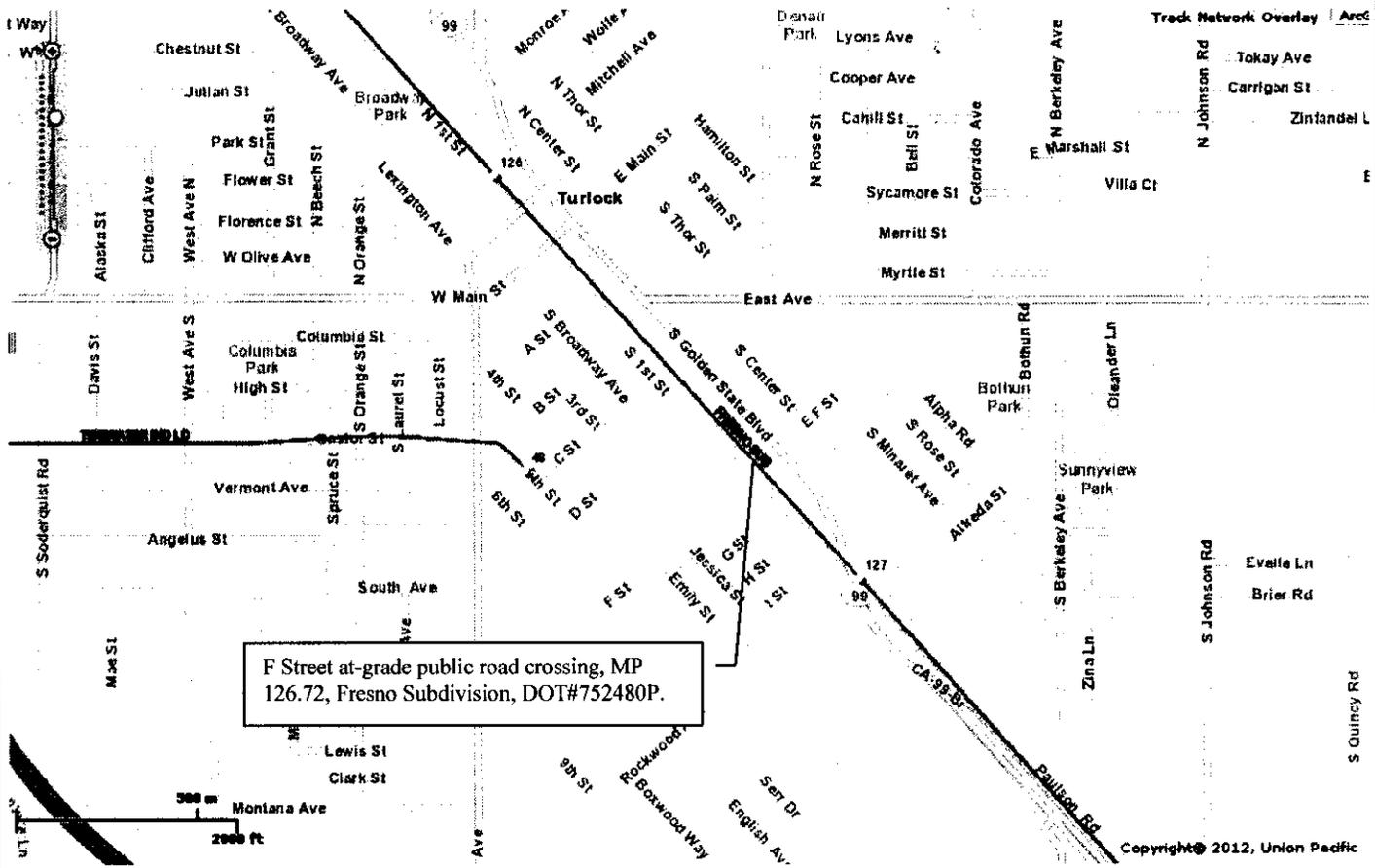
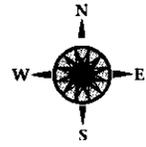
Title: _____

Address _____

Phone: _____

Email: _____

RAILROAD LOCATION PRINT OF AN AT-GRADE PUBLIC ROAD CROSSING SIGNAL INTERCONNECT CONSTRUCTION PROJECT



RAILROAD WORK TO BE PERFORMED:

1. Install simultaneous preemption facilities; and other signal materials.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

FRESNO SUBDIVISION
RAILROAD MILE POST 126.72
GPS: 37.488504, -120.840158
TURLOCK, STANISLAUS CO., CA.

To accompany an agreement with the
CITY OF TURLOCK
covering an existing at-grade public road
crossing signal interconnect construction project.

Folder No. 2734-83

Date: October 26, 2012

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor



and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.