

MUNICPAL SERVICES DEPARTMENT

ENGINEERING DIVISION 156 S. BROADWAY, SUITE 150 TURLOCK, CA 95380 PHONE: (209) 668-5520 FAX: (209) 668-5563 TDD: (800) 735-2929 engineering@turlock.ca.us

Date: 8/22/2025 City Project No.: 21-043 Addendum No.: 01

Plan holders:

Revisions to Plans and Specifications

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

Strikethrough text (text) indicates deletions. Bold Italicized text (text) indicates additions.

Project Plans:

Replace Sheets CS, C2.0, C2.3, C3.0, L2.0, L2.1, L2.2, L3.0, L3.1, L4.0, L4.1, L5.0, L5.1, L6.0, L6.1, L6.2, L7.0, L7.1, E0.1, E2.0

Project Specifications:

- 1. Replace Section 329300 Plants of the technical specs
- 2. Replace Front End Specifications



Notice to Contractors,

Proposal,

AGREEMENT, &

Special Provisions

FOR CONSTRUCTION ON Project No: 21-043 John Lazar Park

IN STANISLAUS COUNTY, TURLOCK, CALIFORNIA.

Engineering Division

Contact Person: Randall Jones Phone: 209-668-6021 Email: rjones@turlock.ca.us

William D. Morris, RCE 55910

City Engineer

Proposals shall be delivered to Turlock, California at or before 10:00 AM on Thursday, August 28, 2025 September 4, 2025 at the office of the City Engineer,

Engineering Division

156 S. Broadway, Suite 150

Turlock, CA 95380

LICENSEES RESPONSIBLE FOR SPECIFICATIONS

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

<u>City Engineer (Front End Specifications)</u>

William D. Morris, P.E. Engineering Division 156 S. Broadway Suite 150 Turlock, CA 95380

Original sealed by William D. Morris, RCE 55910 on July 30, 2025

Landscape Architect

Jesse Grafton, L.A. Westwood Professional Services 1165 Scenic Drive, Suite A Modesto, CA 95350 209-571-1765

Original sealed by Jesse Grafton, PLA 6127 on July 31, 2025

Electrical Engineer

Kevin Pezzoni, P.E. Pezzoni Engineering, Inc. 1150 9th St, Suite 1415 Modesto, CA 95354 209-554-4602

Original sealed by Kevin Pezzoni, RPE Electrical 16269 on July 31, 2025

Civil Engineer

Stephanie S. Kong, P.E. Westwood Professional Services 1165 Scenic Drive, Suite A Modesto, CA 95350 209-571-1765

Original sealed by Stephanie S. Kong, RPE Civil 78097 on July 31, 2025

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CITY OFTURLOCK, CALIFORNIA NOTICETO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 10:00 AM on Thursday, August 28, 2025 September 4, 2025 for:

City Project No. 21-043 John Lazar Park

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

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

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

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

1. A-General Engineering Contractor

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

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

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

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

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

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

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

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

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal Forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **One Hundred Six** dollars **(\$106)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to **http://www.cityofturlock.org/capitalprojects**

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these

activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

No contractor or subcontractor may be listed on a bid proposal for a public works project 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 project 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:		CITY OF TURLOCK
	By:	
		William D. Morris, RCE 55910
		City Engineer

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 10:00 AM on Thursday, August 28, 2025 September 4, 2025 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
☐ PROPOSAL AND BIDDING FORM	5-10
☐ AFFIDAVIT	11
☐ INFORMATION REQUIRED OF BIDDER	12-13
☐ BIDDER'S BOND	14-15
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PROPOSAL

Project No. 21-043

John Lazar Park

City of Turlock, California	
DATED:	
To: The Honorable City Council of the City of Turlock, California:	
NAME OF BIDDER:	-
BUSINESS ADDRESS:	_
DI ACE OF DESIDENCE	

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.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the

construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: John Lazar Park

PROJECT NUMBER: 21-043

OPENING DATE: August 28, 2025 September 4, 2025

OPENING TIME: 10:00 AM

Item		Unit of	Estimated		
No.	Item Description	Measure	Quantity	Unit Price	Total
- 110.	Stormwater Pollution Prevention Plan and	modeare	Quartity	Cinci iio	rotar
1	Implementation	LS	1		
2	Site Grading (Rough/Fine)	SF	167,926		
3	8" Storm Drain (PVC SDR-26)	LF	477		
4	High Drop Down Inlet	EA	4		
5	1" Water Line for Drinking Fountain	LF	596		
6	4" Concrete Flatwork - Site Finish 'A'	SF	12,161		
	12" Wide Deepend Concrete Playground		,		
7	Curb - Site Feature '1'	LF	224		
	12" Wide Deepend Concrete Playground	LF	56		
8	Curb - Site Feature '12' Thickened Walkway Edge at Playground -	LF	56		
9	Site Feature '14'	LF	258		
	Thickened Walkway Edge at Turf Grass -				
10	Site Feature '15'	LF	771		
11	Concrete Picnic Tables - Site Feature '2A'	EA	3		
	Concrete Picnic Tables, Accessible - Site				
12	Feature '2B'	EA	1		
13	Concrete Benches - Site Feature '3'	EA	11		
14	Drinking Fountain (Includes Drywell System) - Site Feature '4'	EA	1		
15	Group BBQ - Site Feature '6'	EA	2		
16	Service Table - Site Feature '7'	EA	2		
17	Trash Receptacles - Site Feature '8'	EA	5		
18	Dog Pot Station - Site Feature '9'	EA	4		
19	Park Sign - Double Sided - Site Feature '10'	EA	2		
20	Playground Equipment	LS	1		

Wood Engineered Fiber Surfacing (12" 21 Depth) - Site Finish 'C' CY 266 Concrete Playground Ramp - Site Feature 22 '13' EA 2 34'x24' Shade Structure at Main Park - Site 23 Feature '5' EA 1	
Concrete Playground Ramp - Site Feature 22 '13' EA 2 34'x24' Shade Structure at Main Park - Site	
22 '13' EA 2 34'x24' Shade Structure at Main Park - Site	
34'x24' Shade Structure at Main Park - Site	
23 Teature 3 LA T	
24 Electrical Service LS 1	
El Elouriou Golfico	
25 Post Light EA 1	
Electrical Connections for New Irrigation	
26 Controller and Booster Pump LS 1	
27 Park Sign Uplighting EA 4	
28 Soil Conditioning and Amendments SF 148,799	
29 1 Gallon Shrubs EA 6	
30 5 Gallon Shrubs EA 4	
31 15 Gallon Trees EA 61	
00	
32 Tree Root Barriers LF 877	
Top Dressing - Decomposed Granite 33 Decorative Mulch (3" Min Depth) SF 682	
33 Decorative Mulch (3" Min Depth) SF 682	
34 Hydroseed Turf Grass SF 148,530	
180-Day Maintenance Establishment	
35 Period LS 1	
50 T 61100 E0 T	
36 Irrigation System - RWS for Trees EA 122	
and a second sec	
37 Irrigation System - Drip/Bubblers SF 269	
, , , , , , , , , , , , , , , , , , , ,	
38 Irrigation System - Turf Rotors SF 148,530	
39 Irrigation Controller and Weather Station EA 1	
40 Irrigation Booster Pump EA 1	
41 Irrigation Flow Sensor and Master Valve EA 1	

42	3" Backflow Preventer (Irrigation)	EA	1	
- 10	3/4" 1" Backflow Preventer (Drinking			
43	Fountain)	EA	1	
44	General Conditions (Max 3%)	LS	1	
45	Mobilization and Demobilization (Max 5%)	LS	1	
46	Construction Project Sign	EA	2	
47	Temporary Construction Fencing	LS	1	
48	Bike Racks (Site Feature 16)	EA	3	
49	Drinking Fountain Supply Line and Connection to Main	LS	1	
50	Relocated Street Sign	EA	1	
51	Non-Potable Water Signage	LS	1	
52	Work Not Included in Other Bid Items	LS	1	
Subto	otal			

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

ADDENDA

No	Date	Signed
No	Date	Signed
TOTAL BID WRITTEN IN FI		\$,,
CONTRACTOR:		

COMPAN	Y'S NAME:		
BY:			
ADDRESS:	:		
	(Number)	(Stree	t)
	(City)	(State)	(ZIP)
CONTRAC	CTOR'S PHONE #:		
CONTRAC	CTOR'S EMAIL:		
	TEMS MAY CAUSE SA	AID CONTRACTOR'S BID T	· ·
(Company'	s Name)	, Contractor's Lic	ense #, Class
Expires		DIR #:	
	nation is true, is provided ein under penalty of per	1	Business and Professions Code, and
X			
(Bio	dder's Signature)		(Date)

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

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

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

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

License No.	Licensed in accor	dance with an act providing for the registration of Contractors
Address: Phone: Email: X	License No	Expiration Date
Address: Phone: Email: X		
Address: Phone: Email: X	DATED	20
Phone: Email:	DATED:	
Phone: Email:	Address:	
Email:		
Email:	Phone:	
X		
	Email:	
	X	Signature of Bidder

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

AFFIDAVIT

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

X	
Signature of Bidder	
Jurat (Government Code Section 8202)	
State of California	
County of	
Subscribed and sworn to (or affirmed) before me on the	day of, 20
by proved to me on the basis	s of satisfactory evidence to be the person(s) who
appeared before me.	
	(AFFIX SEAL)
NOTARY PUBLIC SIGNATURE	
NOTARY PUBLIC PRINTED NAME	
NOTART 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 Califo	rnia, as
SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above is submitted by said Bidder to the City, for the work described below, for the payment of which lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, exe administrators and successors, jointly and severally, firmly by these presents. In no case shall the loof the Surety hereunder exceed the sum	named, sum in ecutors,
Dollars (\$).	
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submit above-mentioned bid to the City for certain construction specifically described as follows for white are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, Calcon	ich bids

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
thisday of	
BIDDER	
	(SEAL)
(Bidder's Name and Corporate Seal)	
(Signature)	_
(Print Name and Title)	_
(ATTACH ACKNOWLEDG	MENT OF BIDDED)
(ATTACIT ACKNOWLEDG	MENT OF BIDDER)
SURETY	
	_(SEAL)
(Surety's Name and Corporate Seal)	
	_
(Signature)	
	_
(Print Name and Title)	
(ATTACH ACKNOWLEDG	MENT OF SURETY'S
ATTORNEY-IN-FACT)	

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

SUBCONTRACTORS City Project No. 21-043 John Lazar Park

Prime Contr	ractor:		DIR NUME	SER:
service to the to the Prime Contract De construction greater. After subcontracter	e Prime Contractor in or about the Contractor, specially fabricated comments, in an amount in each of streets or highways, includer the opening of Bids, no charter for each item of Work to be	at the construction of thates and installs a portion of the ates and installs are performed with the ates at the ates and installs are performed with the ates at the	ne Work or Improvement, on of the Work or Improvent of the Prime Contracts of 1/2 of 1 percent of the will be allowed except as evords "and/or" will not be	or who will perform Work or Labor or who will render or a subcontractor duly licensed who, under subcontract vement according to detailed Drawings contained in the tor's Total Bid or, in the case of Bids or Offers for the Prime Contractor's total Bid or \$10,000 whichever is otherwise provided by law. The listing of more than one expermitted. WIN THE SPACE PROVIDED.
NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
,				

IRAN CONTRACTING ACT CERTIFICATION

Reference: Public Contract Code Section 2200 et seq.

Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true	and correct:
☐ The Contractor is not:	
(i) identified on the current list of persons and entities engagin Iran prepared by the California Department of General Subdivision (b) of Public Contract Code Section 2203; or	ging in investment activities Services in accordance with
(ii) a financial institution that extends, for 45 days or most \$20,000,000 or more to any other person or entity identified and entities engaging in investment activities in Iran prepared to of General Services in accordance with subdivision (b) of Pt 2203, if that person or entity uses or will use the credit to preenergy sector in Iran.	l on the current list of persons by the California Department Public Contract Code Section
☐ The City of Turlock has exempted the Contractor from the re- Contracting Act of 2010 after making a public finding that, ab City of Turlock will be unable to obtain the goods and/or ser pursuant to the Contract.	bsent the exemption, the
☐ The amount of the Contract payable to the Contractor for the \$1,000,000.	e Project does not exceed
Bidder's Signature:	
Bidder's Name and Title:	
Firm:	

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



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 21-043 John Lazar Park

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and

between the CITY OF TURLOCK, a California municipal corporation ("City"), and
, a (" <u>Contractor</u> "), on thisday of 20 (the
"Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" o
individually as "Party." There are no other parties to this Agreement.
RECITALS
A. City seeks a duly qualified and licensed firm experienced in the construction of the "Project").
B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.
C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as Exhibit A (the " <u>Services</u> ").
D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, or

contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

- **1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":
 - i. Notice to Bidders;
 - ii. Contractor's Bid or Proposal accepted by City;
 - iii. Special Provisions of the City of Turlock for John Lazar Park;
 - iv. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");
 - v. All bonds and insurance required in any of the Contract Documents;
 - vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
 - vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

- (b) *Modification*. City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.
- (c) Specific Materials & Performance of Work. Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for John Lazar Park." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.
- (d) *Exhibits*. All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	Exhibit Designation	Exhibit Title
1.	Exhibit A	Contractor's Proposal for Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

- (a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or
- (b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.
- **5. Time for Performance**. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **eighty five (85)** working days (the "<u>Substantial Completion Due Date</u>") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of Two Hundred Forty Five (245) One Hundred (100) working days (the "<u>Final Completion Due Date</u>") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.
- (a) Right of City to Increase Working Days: If Contractor fails to complete the Services by the Substantial and Final Completion Due Dates, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Substantial and Final Completion Due Dates, in writing, to the City Engineer.

The Substantial and Final Completion Due Dates may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Substantial and Final Completion Due Dates will be determined as follows:

- Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

- 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
- 2. where the delay is caused by actions beyond the control of Contractor; or
- 3. where the delay is caused by actions or failure to act by the City Engineer.

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

- (b) Excusable Delays. Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor's financial inability to perform, Contractor's failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.
- (c) Emergency Additional Time for Performance Procurement of Materials. If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:
 - City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

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

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

(d) Delay Damages. In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to z Three Thousand Three Hundred and no/100ths Dollars (\$3300.00) for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to Six Hundred Forty and no/100ths Dollars (\$660.00) for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

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

- If Contractor should be adjudged bankrupt or if it should make a general assignment for (b) the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.
- 7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.
- **8. Compensation:** City shall make payments to Contractor in accordance with the provisions of Section 9 of the City Standards in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds

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

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

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

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

- **9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.
- (a) Claims Processing. Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty

- (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.
- (b) *Meet-and-Confer Conference*. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.
- (c) Nonbinding Mediation. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement*. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section

1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

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

- (b) Wages & Hours of Employment: In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.
- **12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.
- 13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.
- 14. Conformity with Law and Safety: Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational

Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

- **15. Other Contracts:** City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.
- **16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:
- (a) Faithful Performance Bond. In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.
- (b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. Indemnification:

- (a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.
- (b) Indemnity for other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.
- 18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

- (a) Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The policy shall contain, or be endorsed to contain, the following provisions:
 - (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall 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.
 - (2) For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
 - (4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (b) *Workers' Compensation Insurance*. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000) by disease-policy limit, and One Million Dollars (\$1,000,000) by disease-each employee.
- (c) Commercial Auto Insurance. Contractor shall maintain commercial auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

- (d) Builder's Risk Insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
 - (e) Contractors Pollution Insurance. [Intentionally Omitted]
 - (f) Professional Liability Insurance. [Intentionally Omitted]
- (g) *Umbrella or Excess Policy*. Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and Automobile Liability insurance. No coverage or insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (h) Deductibles and Self-Insured Retentions. Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- (i) *Acceptability of Insurers*. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which City has provided prior approval.
- (j) Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (k) Waiver of Subrogation. With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of

the payment of any loss. The commercial general liability policy, automobile 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 shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

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

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

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

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

- **20.** Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:
- (a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

- (b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.
- 21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.
- **22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.
- 23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

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

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

Addendum 1

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

losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

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

shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in

writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under

Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent

with affording reasonable discovery as provided herein.

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

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall

bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract

Code section 9204, or required by any other law, shall be exhausted prior to commencement of any

arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and

not in limitation of, any other rights or remedies available to City.

25. Notices: All notices shall be in writing and delivered in person or transmitted by certified mail,

postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or

communication shall be given. Such notices or communications shall be given to the Parties at their

addresses set forth below.

If to City: City of Turlock

Attn: City Engineer

156 S. Broadway, Suite 150

Turlock, CA 95380-5461

With courtesy copies to: City of Turlock, City Attorney's Office

Attn: George A. Petrulakis, City Attorney

ttii. George A. I eti ulaki

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156 S. Broadway, Suite 230 Turlock, CA 95380-5456

If to Contractor:	
If to Contractor's	Sureties:
26. City Cont	tract Administrator: The City's contract administrator and contact person for this
Agreement is:	
	City of Turlock Engineering Division
	156 S. Broadway, Suite 150
	Turlock, California 95380-5461
	Telephone: (209) 668
	E-mail:@turlock.ca.us

- **27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.
- **28.** Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.
- **29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.
- **30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.
- 31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary

or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

- **32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.
- **33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- **34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in party to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.
- **35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
- **36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.
- **37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.
- **38. Execution and Counterparts:** This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the

same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- **39. Mandatory and Permissive:** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.
- **40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 41. Attorney's Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
- **42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.
- **43. Recitals:** The recitals set forth above ("<u>Recitals</u>") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

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

CONTRACTOR	CITY OF TURLOCK, a municipal corporation
Ву:	Ву:
	Susan E. Borrego, Interim City Manager
Print Name	Date:
Address:	APPROVED AS TO SUFFICIENCY:
Phone:	
Date:	William D. Morris, RCE, PLS, City Engineer
	By: Christopher Fisher, Municipal Services Director
Federal Tax ID or Social Security No:	APPROVED AS TO FORM:
	By:
DIR Registration Number:	George A. Petrulakis, City Attorney
	ATTEST:
Affix Contractor's Seal Here	By:
	Nichole Fiez, City Clerk

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EXHIBIT ACONTRACTOR'S PROPOSAL FOR SERVICES

EXHIBIT B PAYMENT BY FORCE ACCOUNT

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

- **A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:
 - 1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
 - 2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
 - 3. Subsistence and travel allowances paid to the workers
 - 4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work
- **B.** Materials. Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:
 - 1. A fifteen percent (15%) markup is added;
 - 2. Supplier discounts are subtracted whether the Contractor takes them or not;
 - 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
 - 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
 - If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used
- **C. Equipment Rental.** Equipment rental payment is full compensation for:
 - 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
 - 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
 - 3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If

Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

- 1. Fuel
- 2. Oil
- 3. Lubrication
- 4. Supplies
- 5. Small tools that are not consumed by use
- Necessary attachments

- 7. Repairs and maintenance
- 8. Depreciation
- 9. Storage
- 10. Insurance
- 11. Incidentals

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

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

1. Contractor submits a request to use rented equipment

- 2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
- 3. Rented equipment is from an independent rental company
- 4. Proposed equipment rental rate is reasonable
- 5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment
- **D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:
 - 1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
 - 2. To load and unload equipment
 - 3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments
- **E.** Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental HoursHoursHoursoperatedpaid

4.00
4.25
4.50
4.75
5.00
5.25
5.50
5.75
6.00
6.25
6.50
6.75
7.00
7.25
7.5
7.75
hours
used

- **F.** Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:
 - 1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
 - 2. To load and unload equipment
 - 3. Equipment is operated to perform work paid by force account
- **G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified

in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed:	Date:
(Typed or Printed Name)	
Business Address (Street Address, City, State & Zip Code):	
Business Phone: ()	

EXHIBIT D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Turlock, State of California, awarded the City has to , hereinafter designated as the "Principal," a contract for **Project No.** 21-043, "John Lazar Park"; and, WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract. NOW, THEREFORE, we the Principal, and ____ ___ as Surety, are held Turlock firmly bound of the and unto City in penal __ (\$__ _), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications. The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work. [Signatures on Following Page]

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seals this day of	the above-bound parties have executed this instrument under their, 20, the name and corporate seals of each corporate presents duly signed by its undersigned representative, pursuant to
(Corporate Seal)	Principal
	Ву
	Title
(Attach Notarial Acknowledgment)	
(Corporate Seal)	Surety
	Address
	Phone No.: () Fax No.: ()
	ByAttorneys-in-Fact
	Attorneys-in-Fact
	Title
(Attach Notarial Acknowledgment)	
NOTE TO SURETY COMPANY resolution of authority for the	: There must be submitted a certified copy of unrevoked attorneys-in-fact.
(Seal)	Witness
Approved as to form:	
CITY CONTRACT NO	50

CITY PROJECT NO. 21-043 Rev. 04/09/2025

Risk Manager		

EXHIBIT E PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Turlock , a municipal corporation, has awarded to	,
hereinafter designated as the "Principal", a contract for Project No. 21-043, "J	
WHEREAS, said Principal is required to furnish a bond in connection with payment of claims of laborers, mechanics, or materialmen employed on work provided by law.	
NOW, THEREFORE, we the undersigned Principal and Surety are held and fi	irmly bound unto the
City of Turlock in the sum of	
said sum being equal to the estimated amount payable by said City of Turlock contract, for which payment well and truly to be made, we bind ourselves, our administrators, successors, or assigns jointly and severally, firmly by these pre-	r heirs, executors,

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

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

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

[Signatures on Following Page]

	REOF, the above-bound parties have executed this instrument under ty of, 20, the name and corporate seals of o	
corporate party being heret	o affixed and these presents duly signed by its undersigned representat	ive,
pursuant to authority of its g		ĺ
(Corporate Seal)	Principal	
	Ву	
	Title	
(Attach Notarial Acknowled	gment)	
(Corporate Seal)	Surety	
	Address	
	Phone No.: () Fax No.: ()	
	ByAttorneys-in-Fact	
	Attorneys-III-Fact	
	Title	
(Attach Notarial Acknowled	ment)	
NOTE TO SURETY COM resolution of authority f	<u>PANY</u> : There must be submitted a certified copy of unrevolor the attorneys-in-fact.	ked
(Seal)	Witness	
Approved as to form:		
Risk Manager		
CITY CONTRACT NO	53	

CITY PROJECT NO. 21-043 Rev. 04/09/2025

SPECIAL PROVISIONS

City Project No: 21-043

John Lazar Park SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

- 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.
- 2. Contractor shall coordinate electrical connection with Turlock Irrigation District.

1.01 HIERARCHY OF CONTRACT DOCUMENTS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the current edition of the State of California, Department of Transportation Standard Specifications and Standard Plans in effect on the date that the bid was submitted by the Contractor and in accordance with the following Special Provisions.

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

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

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

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence for the purpose of claims review, with the first item listed having the highest precedence. Contractor shall submit a Request for Information (RFI) to the Engineer immediately upon discovery of conflicting information in any of the Contract Documents prior to proceeding with the work that may be impacted by such conflicting information.

- 1. Contract Change Order (Modifications or changes last in time are first in precedence).
- 2. Addenda to Contract Agreement
- 3. Contract Agreement
- 4. Permits
- 5. Special Provisions
- 6. Technical Specifications included in bid specifications as an appendix
- 7. Notice Inviting Bids and Instructions to Bidders
- 8. Project Drawings

- 9. City of Turlock Standard Specifications
- 10. City of Turlock Standard Drawings
- 11. Caltrans Standard Specifications
- 12. Caltrans Standard Plans

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

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

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

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

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

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the Architect, Engineer or Owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor's attention is directed to the "Notice to Contractor" for the date, time and location of the mandatory Pre-Bid meeting, if applicable.

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

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

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-Collusion 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 future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

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

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

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

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until instructed in writing to do so. After receipt of written notice, Engineer will promptly

review the pertinent condition and advise in writing (with a copy to Contractor) of Engineer's findings and conclusions.

The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; provided that such condition meets any one or more of the categories described in the paragraphs above.

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

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

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

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

The contract, in form and contents satisfactory to the City, shall be executed by the successful bidder and returned, together with the contract bonds and compensation and public liability policies or certificates, within ten (10) days, not including Sundays and legal holidays, after the first publication of the notice of award. No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds, policies, or certificates as provided herein, within such ten (10) day period, shall be just cause for the annulment of the award, and forfeit of proposal guaranty to the City as liquidated damages. The executed contract documents shall be delivered to the following address:

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

3.02 PRE-AWARD PROTEST PROCEDURES:

Failure to strictly comply with the protest procedures delineated below with respect to timeliness or protest contents will render a protest untimely and/or inadequate and will result in rejection thereof by the City. Only responsive bidders may submit a pre-award protest for consideration. Written protests may be either hand delivered or sent by mail. In the case of hand delivery, the protest must be received no later than five (5) calendar days after the bid opening. In case of mail, the written protest must be postmarked no later than five (5) calendar days after the bid opening. Pre-award protests shall be delivered to the following address:

Attention: William Morris, RCE, PLS, City Engineer City of Turlock Engineering Division 156 S Broadway Suite 150 Turlock, CA 95380

The pre-award protest shall include all of the following: the name of the protester, City project number, a detailed description of the specific grounds for protest, any supporting documentation, and the specific ruling or relief requested. The City will respond to the pre-award protest and will provide a written determination within ten (10) working days after receiving the pre-award protest.

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

4.01 NOTICE TO PROCEED:

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

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

Attention is directed to Section 6, "Delay Damages," of the Contract.

4.02 PRE-CONSTRUCTION MEETING:

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract. Contractor's superintendent, Contractor's project manager(s), City's project manager, City's public works inspector, major subcontractors and others involved in performance of the Work, are required to be present.

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

4.03 COPIES OF CONTRACT DOCUMENTS:

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

4.04 STAGING OF MATERIALS AND EQUIPMENT:

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

Contractor may contact City personnel to request if there is City-owned land in the vicinity of the project available for staging. The City may grant access to City-owned land for staging, but shall not be obligated to do so. Prior to use of City property for staging purposes, Contractor and City shall execute a License Agreement in a form acceptable to the City which shall include provisions for indemnification and required insurance coverages. Contractor is advised that execution of a License Agreement will require time. Contractor is encouraged to begin the process early to avoid delay. City's processing time for the License Agreement shall not be justification for an increase in contract time.

4.05 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 punch list 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
- Landscape Establishment and Maintenance Period

When the Contractor considers the project to be substantially complete, the Contractor shall submit a request for Engineer's concurrence in writing and shall attach a list of incomplete work that it considers is minor in nature and does not prohibit the use of the completed facility for its intended use and purpose. Upon receipt of the Contractor's request and list of items, the Engineer 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 Engineer will notify the Contractor of those items in need of completion or correction before the attainment of Substantial Completion. Upon completion of the remaining items, Contractor shall submit another request for inspection by the Engineer. When Engineer is satisfied that the work is substantially complete, a written notice of Substantial Completion shall be transmitted by Engineer to Contractor within 24 hours of the successful

inspection and shall include a list of all items of work that must be completed by Contractor prior to attainment of Final Completion (final punch list). This final punch list is provided for Contractor's convenience only. Engineer reserves the right to identify and add to the final punch list as new items may be identified as outstanding and in need of the Contractor's attention.

WARRANTY

The Contractor shall guarantee the work in general for a period of one (1) year beginning on the date Substantial Completion is attained. The Contractor shall not be required to perform any further work thereon beyond the said one year, except upon such items noted otherwise in the project plans, Special Provisions, or Technical Specifications.

4.06 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 Engineer when, in the opinion of the Contractor, all work has been complete as per the requirements of the Contract. The Engineer shall promptly inspect the work and make a determination as to whether all work of the project has been completed. Should any items of work be incomplete, the Engineer shall provide a written list of outstanding items to the Contractor for completion. Contractor shall address any remaining items and then request a determination be made by the Engineer. When Engineer is satisfied that the work is complete, a written notice of Final Completion shall be transmitted by Engineer to Contractor and contract working days shall cease to be counted on the project.

SECTION 5 GENERAL

5.01 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

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

VPM access is provided to the Contractor at no cost to the Contractor. The Contractor shall use computer hardware and software that meets the requirements of the VPM system. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM by providing their own internet service and provide staff knowledgeable in the use of computers.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor's personnel. Contractor may request that access be granted to subcontractors, suppliers, or consultants, though access to these groups will be limited to read-only permissions. All communication to the Engineer shall be made directly through the Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need

within VPM. The Contractor shall be responsible for the validity of the information entered by the Contractor into VPM.

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

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

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

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

Inspector's daily logs shall be used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The weekly statement of working days report (WSWD) will be generated by VPM and approved by the City. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week. The Contractor will be allowed 15 days to protest in writing the correctness of the statement.

5.02 BUSINESS LICENSE:

Contractor shall obtain a City of Turlock business license prior to issuance of the Notice to Proceed. The cost of the business license is an up-front fee of eighty-four dollars (\$84) plus fifty cents per thousand dollars in revenue received for work performed on the project, made payable on a semi-annual basis. Business Licenses are obtained through the Finance Division at Turlock City Hall, 156 S. Broadway, Suite 114. Additional information be found the City's website can on at http://ci.turlock.ca.us/doingbusinessinturlock/businesslicenses/newbusinesslicense.asp.

Full compensation for obtaining a business license as specified above shall be considered as included in the prices paid for the various contract bid items and no additional compensation will be allowed therefore.

5.03 PROGRESS SCHEDULE:

Contractor shall furnish City with Critical Path Method (CPM) format progress schedules. All schedules shall include separate activities, durations, and precedent and dependent activity relationships. Schedules shall be considered a submittal subject to review and acceptance by the Engineer in accordance with Section 5.06 "Submittals" of these Special Provisions. Schedules to be submitted include:

• Baseline Schedule

 The baseline schedule shall be submitted and must be accepted prior to the start of field construction activities. Construction progress payments may be withheld until the baseline schedule is submitted and accepted by the Engineer.

Schedule revisions

- O Submit revisions to the schedule when any of the following are true:
 - the schedule does not represent the actual progress of activities.
 - delay in completion of the project indicates an overrun of the current contract time.
 - completion of major portions of the work affect the critical path.
- O Schedule revisions shall include actual start and finish dates of activities that have been started and/or completed.
- Construction progress payments may be withheld if a required schedule revision is not submitted by contractor and accepted by Engineer
- 3 week look ahead schedules
 - Shall be submitted in advance of any scheduled project progress meeting

If the Contractor believes that the Engineer has impacted its work such that the project completion date will be delayed, the Contractor must submit proof demonstrating the delay to the critical path through the means of a time impact analysis of the current, accepted schedule.

Acceptance of schedules by the Engineer is for general conformance with the Contract Documents and for Engineer's planning information, and does not relieve the Contractor of sole responsibility for planning, coordinating, and executing the Work within the contract completion dates. Omissions and errors in the accepted schedules shall not excuse performance less than that required by the Contract Documents. Acceptance by the Engineer in no way constitutes an evaluation or validation of the Contractor's plan, sequence or means, methods, and techniques of construction.

Full compensation for Progress Schedules shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5.04 PUBLIC COMMUNICATIONS:

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

Any time the Contractor is acting on behalf of the City to perform work, the communication material between the Contractor and the public shall adhere to these Special Provisions and is subject to review and approval by the City. All communication materials shall be in English and Spanish.

Work Notice

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

Denial of Access

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

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

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

Utility Service Interruption

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

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

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

5.05 PERMITS:

Contractor is required to obtain the following permits. Contractor to provide Engineered Stamped Plans and Shop Drawings with submittal package for City to apply for building permit. Once building permit is approved, Contractor will be required to sign and pick up permit.

Permit:	Agency /	Required for:	Fee	Notes
	Division:	•		
NPDES	City of Turlock	Ground disturbing	Paid by	See Special Provisions
Construction		work exceeding 1 acre	contractor	section "STORMWATER
General Permit		in area	direct to	POLLUTION
for Stormwater			SWRCB	PREVENTION"
Discharge				
Encroachment	City of Turlock	Any work within City	\$0	Issued by City
Permit		limits, including traffic		Engineering Division
		control		after contract execution
Monthly	City of Turlock	Use of construction	\$0,	See Special Provisions
Hydrant Use	Municipal	water from hydrants	though a	section "USE OF
Permit	Services		deposit is	HYDRANTS FOR
	Department		required	CONSTRUCTION
			for meter	PURPOSES"

Building Permit	City of Turlock	Shade Structure	\$0	Issued by City Building
		 Post Light 		Permit
		 Playground 		
		Equipment		
		• Park Sign		

5.06 SUBMITTALS:

General

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

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

Submission

Submittals shall be made electronically in accordance with the Section 5.01 "Internet Based Construction Management System," of these special provisions.

Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Capital Project No.

Name of Contractor

Name of subcontractor (if applicable)

Description of item

Item Number on Bid Schedule

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

2. The brochure, product data sheet or catalog cut sheet. For all Product Data and Manufacturer's Instructions, excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents.

- 3. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.
- 4. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.
- 5. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.
- 6. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:
 - Statement that the product complies with the respective contract specifications.
 - Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.
 - A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.
 - Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

Review

Submittals will be processed by Engineer within fourteen (14) calendar days after receipt, not including legal holidays. When a submittal cannot be returned within that period, the Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned. Submittal shall receive one of four review actions:

- 1. No Exceptions Taken The submittal is approved without comments.
- 2. Supply as Noted / Make Corrections Noted The submittal is approved, provided that the Contractor addresses the included comments.

- 3. Resubmit The information provided with the submittal does not meet project requirements, however, Engineer has commented on some missing items that, if provided, may meet project requirements. Contractor shall resubmit the same product and provide additional information per the Engineer's comments.
- 4. Rejected The submitted product cannot meet project requirements and is rejected. Contractor shall provide a separate product that meets project requirements as a resubmittal.

Engineer will review submittals for general conformance with the Contract Documents. The work shall be in accordance with approved submittals except that the Contractor shall not be relieved of the responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal as part of a cover letter to the submittal itself, and as a written communication separate from the submittal cover letter, and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof. The Engineer's review does not extend to accuracy of dimensions, quantities, or performance of equipment and systems designed by the Contractor, or means, methods, techniques, sequences, or procedures. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

"Or Equal" Items

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to for review under the circumstances described below.

- 1. "Or Equal" Items: If in the Engineer's discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may be accomplished. A proposed item of material or equipment will be considered functionally equal to a named item if:
 - a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function of the named item, and;

b. Contractor certifies that: (i) there is no increase in cost to the City; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

5.07 CHANGE ORDER PROCEDURES:

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

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

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

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

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

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

5.08 NOTICE OF POTENTIAL CLAIM:

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

5.09 LABOR NONDISCRIMINATION:

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

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

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

5.10 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications, however certified payroll is not submitted to Caltrans for this project. Contractor shall submit certified payroll records both to the DIR and to the Engineer on a weekly basis. Contractor may submit certified payroll records to the Engineer via mail, email, or uploaded to VPM.

State Prevailing Wage Rates

Pursuant to Section 1773 of the Labor Code, the General Prevailing Wage Rates in the County Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site http://www.dir.ca.gov/DLSR/PWD. Changes, if any, to the general prevailing wage rates, will be available at the same location. Future effective General Prevailing Wage Rates, that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rates.

5.11 SUBCONTRACTING:

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

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

Each subcontract must comply with the contract.

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

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

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

5.12 PAYMENTS:

Attention is directed to Section 8, "Compensation," of the Contract.

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

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

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

5.13 **GUARANTY:**

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

5.14 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

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

5.15 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written

approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5.16 PUBLIC SAFETY:

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

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

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

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

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

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

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

5.17 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

The contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- 1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Upon notification of any of the above, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, a change order shall be issued to modify the contract scope.

In the event that a dispute arises between the City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications.

5.18 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, June 19th, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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

5.19 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with Section 7 1.01I, "Sound Control Requirements," of the Caltrans Standard Specifications and these special provisions.

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

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

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

5.20 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.

5.21 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide the initial staking request no less than 1 week prior to Contractor starting work. Contractor shall submit subsequent staking requests no less than 48 hours before the staking is required to continue construction. Contractor shall post all staking requests to Virtual Project Manager (VPM) under the Request for Information (RFI) tab. The Contactor shall provide unimpeded access to the site and allow the survey crew to perform their work.

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

Prior to installation of formwork for concrete building structures, Contractor shall be required to notify the City a minimum of 48 hours in advance of scheduled formwork activities so that the City may complete a survey for the purposes of verifying horizontal and vertical placement. The Engineer shall review the survey results and determine if the preparation of the building pad area is in conformance with the project plans and specifications. Contractor shall not proceed with installing formwork until after it is determined that the building pad area is in conformance with the project plans and specifications. After formwork is in place and prior to pouring any concrete, Contractor shall notify the City a minimum of 48 hours in advance for a survey of formwork. Upon completion of the survey, the Engineer may either approve or reject the formwork. Contractor shall not proceed with pouring concrete until after the Engineer has certified that the area is in compliance with the project plans and specifications. Contractor shall be required to correct this work in a manner acceptable to the Engineer if found to not be in conformance with the project plans and specifications at its own expense.

5.22 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 aground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other improvements or

facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

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

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

5.23 PRESERVATION OF EXISTING MONUMENTS:

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

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

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

5.24 DUST CONTROL:

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

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

5.25 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.

5.26 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

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

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

Contractor shall obtain a no-fee monthly hydrant use permit for use of construction water for this project from the City of Turlock Municipal Services Department located at 156 S. Broadway Suite 270, Turlock, California 95380, ph:209-668-5590.

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

5.27 TEMPORARY CONSTRUCTION POWER:

If temporary construction power is determined to be needed by the Contractor to perform the work, Contractor shall arrange and pay for all temporary electric power. The cost of temporary power shall be considered as included in the various contract bid items and no additional compensation will be allowed therefore.

5.28 SALVAGE MATERIALS:

If Contractor is directed to salvage materials in the Contract Documents, Contractor shall arrange for delivery of said item(s) to the City of Turlock Corporation Yard located at 701 S. Walnut Road, unless noted otherwise. Contractor shall coordinate delivery of salvaged materials through the public works inspector.

5.29 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 followup 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

5.30 AS-BUILTS:

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

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

8.01 MINOR CONCRETE:

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

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: Grading, landscaping, irrigation, playground equipment, arbor, concrete, storm drain, drinking fountain and other associated work.

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

SECTION 10 CONSTRUCTION DETAILS

10.01 MOBILIZATION & DEMOBILIZATION

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

- (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 GENERAL CONDITIONS (MAX 3%)

General Conditions will be paid for on a lump sum basis and is limited to 3% maximum of the total bid cost. The contract lump sum price paid for General Conditions shall include full compensation for conforming to these requirements, furnishing all the fees, permitting, bonding, labor, and materials for doing all the work involved in administration and oversite of the project necessary for completion of the work as specified in the General Provisions, these Project Specifications and as directed by the City.

10.03 CONSTRUCTION PROJECT SIGN

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

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

10.04 STORMWATER POLLUTION PREVENTION:

- A. For the purposes of bidding, it is assumed that this project is a Risk Level 2 as defined under the SWRCB permit conditions.
 - 1. The contractor is to pay for all requirements, fees, engineering, and other fees related to SWPPP permits.
 - 2. Contractor is to confirm the risk level for the project.

B. Construction General Permit:

- 1. The CONTRACTOR shall furnish and submit all Permit Registration Documents (PRD's) to the State of California Water Resources Control Board to obtain approval of the Construction General Permit (CGP).
- 2. The PRD's shall include but are not limited to the Notice of Intent (NOI), Risk Determination Worksheet, Site Maps, Stormwater Pollution Prevention Plan (SWPPP), Annual Fees, and Owner Certification. It shall also include all other reports, calculations, studies, exhibits, and documentation required to obtain the CGP.
- 3. The PRD's and Annual Reports shall be electronically submitted into the Stormwater Multiple Application and Report Tracking System (SMARTS).
- 4. The CONTRACTOR shall also be responsible for maintaining the existing CGP active throughout the duration of the project. This shall include preparation of:
 - a. Rain Event Action Plans (REAPs),
 - b. Testing reports,
 - c. Water quality testing reports,
 - d. NAL reporting,
 - e. Inspections reports required by the permit,
 - f. Monitoring and all other items as required by the CGP.
- 5. All CGP documents shall be submitted to the OWNER for reference and a copy shall be located on site at all times.

C. Pollution Prevention Plan:

- 1. Prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Section A of the General Construction Activity Stormwater Permit to the OWNER for reference.
- 2. Prepare and submit a monitoring program and reporting plan in accordance with Section B of the General Construction Activity Stormwater Permit to the OWNER for reference.
- 3. Submit to the OWNER for reference a Stormwater Pollution Prevention Plan detailing the placement of physical Best Management Practices (BMPs) required for installation and the methods used to comply with those BMPs directed at operational procedures, Monitoring Program, and Reporting Plan.

- 4. The plan shall specifically address and detail changes from the alternatives called out in this Section. The CONTRACTOR's preferred techniques shall show how it will comply with the stated objectives of the program.
- D. The CONTRACTOR shall submit a copy of the BMP Handbook with each BMP to be utilized check marked to show compliance or marked to show deviation.
- E. The entire plan shall be kept and maintained by the CONTRACTOR on the construction site during the duration of the project.
- F. The CONTRACTOR shall be responsible for taking the proper actions to prevent contaminants and sediments from entering the storm sewer drainage system should any unforeseen circumstance occur. The CONTRACTOR shall take immediate action if directed by the OWNER, or if the CONTRACTOR observes contaminants and/or sediments entering the storm drainage system, to prevent further stormwater from entering the system.
- G. The CONTRACTOR shall comply with the State Water Resources Control Board, Regional Water Quality Control Board, county, city, and other local agency requirements regarding stormwater discharges and management.
- H. The CONTRACTOR shall not begin any construction work until the OWNER receives the State of California General Construction Activity Stormwater Permit. The CONTRACTOR shall allow the OWNER 30 days to obtain this permit after receipt of the information listed below.
- I. The CONTRACTOR shall comply with the following prohibitions and limitations, which are contained in the Stormwater Permit:

1. Discharge prohibitions:

- a. Discharges of materials other than stormwater, which are not otherwise regulated by a NPDES permit, to a separate stormwater sewer system or water of the nation are prohibited.
- b. Stormwater discharges shall not cause or threaten to cause pollution, contamination (including sediment), or nuisance.
- c. Stormwater discharges regulated by this general permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR 117 and 40 CFR 302.

2. Receiving water limitations:

- a. Stormwater discharges to any surface or groundwater shall not adversely impact human health or the environment.
- b. Stormwater discharge shall not cause or contribute to a violation of any applicable water quality standards contained in the California Ocean Plan, Inland Surface Waters and Enclosed Bays and Estuaries Plan, or the applicable Regional Water Board's Basin Plan.

J. Requirements:

1. In order to comply with the permit mandates the Stanislaus County has developed a County-Wide Stormwater Pollution Prevention Program and summary of Best Management Practices (BMPs) that are suggested to be utilized by the CONTRACTOR. BMPs are measures or practices used to reduce the amount of pollution entering surface water. BMPs may take the form of a process,

activity, or physical structure. Some BMPs are simple and can be put into place immediately, while others are more complicated and require extensive planning or space. They may be inexpensive or costly to implement. No additional compensation shall be made for implementation of BMPs.

- K. The CONTRACTOR shall implement all activities required by the General Permit and as detailed in the Stormwater Pollution Prevention Plan, Monitoring Program, and Reporting Plan, and shall supply a Qualified SWPPP Practitioner (QSP) to oversee the installation of BMPs on the project and all visual and chemical monitoring required by the approved SWPPP.
- L. The Stormwater Pollution Prevention Plan shall discuss any non-stormwater sources (i.e., landscaping irrigation, pipe flushing, street washing, and dewatering). In addition, the Plan shall include standard observation measures and best management practices, including best available technologies economically achievable and best conventional pollutant control technologies that are to be implemented in order to reduce the pollutant loading to the waters.
- M. The CONTRACTOR shall amend the Stormwater Pollution Prevention Plan, Monitoring Program, and Reporting Plan whenever there is a change in construction or operations which may affect the discharge of pollutants to stormwater.
- N. The Stormwater Pollution Prevention Plan shall also be amended if it is in violation of any conditions of the general permit or has not achieved the general objective of reducing pollutants in stormwater discharges.
- O. All amendments shall be completed at no additional cost to the OWNER.
- P. The CONTRACTOR shall submit to the Regional Water Quality Control Board an annual summary report including but not limited to: construction activities; project status; and documentation of non-stormwater discharge. The report shall be in accordance with all Regional Water Quality Control Board requirements.
- Q. The CONTRACTOR shall submit to the State Water Resources Control Board, a Notice of Termination upon completion of all construction activities, in accordance with Section C of the General Construction Activity Stormwater Permit.
- R. Street sweeping: At the end of each working day or as directed by the OWNER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
- S. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site for spill prevention and control. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall dispose of hazardous waste only at authorized and permitted treatment, storage, and disposal facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- T. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.

The lump sum price paid for Stormwater Pollution Prevention shall include all design, labor, materials, tools, equipment, and incidentals and for doing all the work involved in stormwater pollution prevention complete in place, as shown on the plans, as required by law, and as specified in the Standard Specifications and these Special Provisions.

10.05 UTILITY COORDINATION:

All coordination with the utility companies shall be the Contractor's responsibility.

10.06 POTHOLE EXISTING UTILITIES:

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

- 1. Pothole all utility crossings shown on the plans and identified by Underground Service Alert (USA) utility markings. Contractor shall exercise due diligence to utilize techniques and practices which will limit damage to located utilities, including vacuum truck and hand digging, or other means as required by the buried utility owner. Damage to buried utilities as a result of Contractor's failure to perform potholing work per these Special Provisions shall be repaired at the Contractor's expense.
- 2. Measure depth from top of pavement to top of all utilities and mark depths on the project plans and provide a copy to the Engineer (electronic PDF or hard copy is acceptable)
- 3. Notify the Engineer of potential conflicts with the proposed location of new utilities. See Section 2.02, "EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS,"
- 4. Backfill, compact, and patch or plate potholes prior to opening the paved surface up to traffic.

The project plans depict sizes, horizontal locations, and materials of existing utilities based on surface evidence and facility maps from utility companies. Attention is directed to the possibility of utility locators marking utilities in locations other than what is shown on the plans or the possible existence of underground facilities not indicated on the plans or in the special provisions. Should additional pothole effort be needed to locate underground facilities beyond that which could be reasonably estimated at the time of bid, the change in contract price will be determined as per Section 4 "Contract Price" of the Agreement.

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

10.07 DEWATERING:

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

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

systems shall operate continuously until backfill has been completed to one foot above the normal static groundwater level.

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

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

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

10.08 EARTHWORK AND GRADING (ROUGH/FINE):

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

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

All import borrow shall meet the requirements of Structure Backfill as defined in Section 19 of the Caltrans Standard Specifications. All backfill material shall be compacted at 95% relative compaction for the entire depth of imported material. The maximum thickness of each layer of material before compaction shall be one foot and shall be composed of import borrow, existing material, or a combination of both.

The contract lump sum price paid for earthwork and grading (rough/fine) shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in importing, excavating, hauling, compacting, and removing the earthwork as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.09 MINOR CONCRETE:

Material for minor concrete shall conform to Section 8.01 "Minor Concrete," of these special provisions.

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

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

4" Concrete Flatwork – Site Finish 'A'

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 4" concrete flatwork, including installation, soil preparation forming, sub-grade compaction, concrete additives, pigments and sealers, pouring concrete pavement, finishing, joints, and joint sealants, as specified in the Specifications and Plans.

12" Wide Deepened Concrete Playground Curb – Site Feature '1'

The linear foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 12" wide deepened concrete playground curb, including installation, forming, sub-grade, reinforcement and compaction, concrete additives, sealers, pouring concrete curb, finishing and joints, as specified in the Specifications and Plans.

12" Concrete Mow Band – Site Feature '12'

The linear foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 12" wide concrete band, including installation, forming, sub-grade, reinforcement and compaction, concrete additives, sealers, pouring concrete band, finishing and joints, as specified in the Specifications and Plans.

Thickened Walkway Edge at Playground – Site Feature '14'

The linear foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in thickened walkway edge at playground, including installation, forming, sub-grade, reinforcement and compaction, concrete additives, sealers, pouring concrete edge, finishing and joints, as specified in the Specifications and Plans.

Thickened Walkway Edge at Turf Grass – Site Feature '15'

The linear foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in thickened walkway edge at playground, including installation, forming, sub-grade, reinforcement and compaction, concrete additives, sealers, pouring concrete edge, finishing and joints, as specified in the Specifications and Plans.

Concrete Playground Ramp – Site Feature '13'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in concrete playground ramps, including installation, soil preparation forming, sub-grade compaction, concrete additives, pigments and sealers, pouring concrete pavement, finishing, joints, and joint sealants, as specified in the Specifications and Plans.

10.10 POTABLE WATER SYSTEM:

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

3/4" 1" Backflow Preventer (Drinking Fountain)

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in the installation of the $\frac{3}{4}$ " 1" backflow prevention assembly w/ enclosure and weather blanket per plan details and in location, for a fully functioning water supply to system for drinking fountain, as specified in the Specifications and Plans.

1" Water Line for Drinking Fountain and Connection to Main

The linear foot lump sum price bid for this item shall include full compensation for furnishing all labor, materials including a City approved meter, tools, equipment and incidentals; for doing all work involved in 1" water line for drinking fountain, including connection to existing waterline, trenching, tracer wire, gate valves and boxes, and water line for drinking fountain, as specified in the Specifications and Plans.

10.11 STORM DRAIN MANHOLE:

Contractor shall install storm drain manholes in accordance with the project plans and the City of Turlock Standard Specifications and Drawings.

8" SD Pipe

The linear foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 8" storm drain pipe, including connection to City's existing storm drainage system, trenching, storm drain line, fittings and components, for a fully functioning storm drainage system, as specified in the Specifications and Plans.

High Drop Down Inlet

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in high drop down inlet, including installation of a precast storm drain inlet, per plan details and in locations, for a fully functioning storm drainage system, as specified in the Specifications and Plans.

10.12 ELECTRICAL:

Post Light

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in a fully functional post light, including installation of post light, footing, and wire connections, per plan details and in locations, as specified in the Specifications and Plans. Contractor shall also be responsible for coordinating the structural engineering package with the City prior to installation and securing applicable building permit/s.

Electrical Connections for New Irrigation Controller & Booster Pump The lump sum price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in electrical connections to both the new irrigation controller and irrigation booster pump for a fully functional irrigation system, including wire and electrical conduit connections, new wire connections, as specified in the Specifications and Plans.

Park Sign Uplighting

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in electrical connections to park sign in-ground uplighting for a fully functional lighting system, including wire and electrical conduit connections, new wire connections, as specified in the Specifications and Plans.

Electrical Service

The lump sum price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in a fully functional electrical power and lighting system, including TID service & transformer pad, panels, feeders, grounding, conduits, conductors, devices, and equipment, as specified in the Specifications and Plans.

10.13 LANDSCAPE AND IRRIGATION:

Soil Conditioning & Amendments

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in soil conditioning and amendment, including soil testing, installation of fertilizers, organic material and soil conditioners as indicated by soil laboratory tests, as specified in the Specifications and Plans.

1 Gallon Shrubs

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 1 gallon shrubs, including installation of fertilizers, fertilizer packs, as indicated by soil laboratory tests, and installation of 1 gallon plants, as specified in the Specifications and Plans.

5 Gallon Shrubs

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 5 gallon shrubs, including installation of fertilizers, fertilizer packs, as indicated by soil laboratory tests, and installation of 5 gallon plants, as specified in the Specifications and Plans.

15 Gallon Trees

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in 15 gallon trees, including installation of fertilizers, fertilizer packs, as indicated by soil laboratory tests, tree stakes, tree ties, and installation of 15 gallon trees as indicated on the Drawings, as specified in the Specifications and Plans.

Tree Root Barriers

The linear foot price bid for this item shall include full compensation for furnishing all labor,

materials, tools, equipment and incidentals; for doing all work involved in tree root barriers, including installation of root barriers, as specified in the Specifications and Plans.

Top Dressing – Decorative Bark Mulch 3" Min Depth

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in top dressing — decorative bark mulch, including installation of a 3" minimum depth of decorative bark mulch, as specified in the Specifications and Plans.

Hydroseed Turf Grass

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to perform all work involved in hydroseed turf grass, including soil testing, installation of fertilizers, organic material and soil conditioners as indicated by soil laboratory tests (contractor responsibility) and hydroseed, as specified in the Specifications and Plans.

180 Day Maintenance Establishment Period

The square foot *lump sum* price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in landscape maintenance establishment for a period of 180 days, as well as replacements for plants and equipment, as specified in the Specifications and Plans.

Irrigation System – RWS for Trees

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in irrigation system — tree root watering system (RWS), including installation of irrigation root watering systems, bubblers, pipe, fittings, wires, remote control valves, valve boxes, and all other miscellaneous irrigation components for a fully functioning irrigation system, as specified in the Specifications and Plans.

Irrigation System – Drip/Bubblers

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in irrigation system — low flow bubblers, including installation of low flow irrigation emitters/ bubblers, pipe, fittings, wires, remote control valves, valve boxes, and all other miscellaneous irrigation components for a fully functioning irrigation system, as specified in the Specifications and Plans.

Irrigation System – Turf Rotors

The square foot price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in irrigation system — turf rotors, including installation of irrigation turf rotor and rotary spray nozzles, pipe, fittings, wires, remote control valves, valve boxes, and all other miscellaneous irrigation components for a fully functioning irrigation system, as specified in the Specifications and Plans.

Irrigation Controller & Weather Sensor

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools,

equipment and incidentals; for doing all work involved in irrigation controller & weather sensor, including installation of irrigation controller and weather sensor, wiring connections, wires, conduits, fittings, pedestal and pad, and all other miscellaneous components for a fully functioning irrigation system and required in the field, as specified in the Specifications and Plans.

Irrigation Booster Pump

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in irrigation booster pump, including installation of pipe, fittings, wiring connections, wires, conduits, pad, and all other miscellaneous irrigation components for a fully functioning irrigation system, as specified in the Specifications and Plans.

Irrigation Flow Sensor & Master Valve

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in irrigation master valve & flow sensor, including installation of pipe, fittings, wires, valve boxes, and all other miscellaneous irrigation components for a fully functioning irrigation system, as specified in the Specifications and Plans.

3" Backflow Preventer (Irrigation)

The unit price bid for this item shall include full compensation for furnishing all labor, materials including Badger meter or approved equal, tools, equipment and incidentals; for doing all work involved in the installation of the 3" backflow prevention assembly w/ enclosure and weather blanket per plan details and in location, for a fully functioning irrigation system, as specified in the Specifications and Plans.

Non-Potable Water Signage

The lump sum price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in the installation of Non-Potable Water Signage per plan details and in location, as specified in the Specifications and Plans.

10.14 PARK AMENTITIES:

Concrete Picnic Tables – Site Feature '2A'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in concrete picnic tables, including installation of a precast concrete standard picnic table, per plan details and in locations, as specified in the Specifications and Plans.

Concrete Picnic Tables, Accessible – Site Feature '2B'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in accessible concrete picnic tables, including installation of a precast concrete picnic table, per plan details and in locations, as specified in the Specifications and Plans.

Concrete Benches – Site Feature '3'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in City Standard concrete backed

benches, including installation of a precast concrete backed bench, per plan details and in locations, as specified in the Specifications and Plans.

Drinking Fountain (Includes Dry Well System) – Site Feature '4'

The lump sum price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in drinking fountain with dry well system, including installation of a fully functioning accessible drinking fountain with bottle filler and pet fountain, including sewer line from drinking fountain to dry well system, wrapped/enclosed with nonwoven fabric and drain rock in location, as specified in the Specifications and Plans.

Group BBQ – Site Feature '6'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in group BBQs, including installation of a group BBQ, per plan details and in locations, as specified in the Specifications and Plans.

Service Table – Site Feature '7'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in service table, including installation of a service table, per plan details and in locations, as specified in the Specifications and Plans.

Trash Receptacles – Site Feature '8'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in concrete trash receptacles, including installation of a precast concrete trash receptacle w/ City logo cast in, drain hole at bottom, and lid, per plan details and in locations, as specified in the Specifications and Plans.

Dog Pot Station – Site Feature '9'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in dog pot station, including installation of a dog pot station, per plan details and in locations, as specified in the Specifications and Plans.

Park Sign Double Sided – Site Feature '10'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in park sign, including installation of a double sided park sign with footing, per plan details and in locations, as specified in the Specifications and Plans. Contractor shall also be responsible for coordinating the structural engineering package for park sign footings with the City prior to installation and securing applicable building permit/s.

34' x 24' Shade Structure – Site Feature '5'

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in shade structure ($34' \times 24'$), including fabrication, shipment and installation of a fully assembled prefabricated $34' \times 24'$ shade structure, as specified in the Specifications and Plans. Contractor shall also be responsible for

coordinating the structural engineering package with the City prior to installation and securing applicable building permit/s.

Play Equipment

The lump sum price bid for this item shall include all costs for permits, engineering, purchase, and delivery, and installation (per manufacturers recommendation) of fully functional play equipment in locations indicated on the Drawings. The item also includes equipment, materials, and all other work as specified in the Specifications and Plans.

Wood Engineered Fiber Surfacing (12" Depth) – Site Finish 'B'

The cubic yard price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in wood engineered fiber surfacing at a 12" minimum depth of engineered wood fiber, including compaction, aggregate base, and geo-textile fabric, in the areas indicated on the Drawings, as specified in the Specifications and Plans.

Bike Racks — Site Feature '16'

The price per each for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in Bike Racks, in the areas indicated on the Drawings, as specified in the Specifications and Plans.

10.15 ADJUST FRAMES AND COVERS TO GRADE:

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

Full compensation for Adjusting Frames and Covers to Grade shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Adjusting Frames and Covers to Grade, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

10.16 FINAL CLEANUP:

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

10.17 RELOCATE STREET NAME SIGN:

The price per each for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved to Relocate Street Name Sign, in the areas indicated on

the Drawings, as specified in the Specifications and Plans.

10.18 TEMPROARY CONSTRUCTION FENCING:

The lump sum price bid for this item shall include all costs for installing and maintain temporary construction fencing during construction.

SECTION 11 (BLANK)

SECTION 12 WORK ZONE MOBILITY

12.01 PEDESTRIAN MANAGEMENT PLAN:

Contractor shall develop and submit a pedestrian management plan for the Engineer's review and approval. Contractor shall implement the pedestrian management plan upon approval of the Engineer. The pedestrian management plan shall mitigate impact to existing sidewalks and pedestrian crossings at intersections disturbed during construction. Acceptable pedestrian management plans will include sequenced construction activities to keep at least one existing crossing at each intersection accessible to the public as well as temporary pedestrian access routes placed by contractor with accessibility features that meet or exceed the level of features provided on the disturbed route. The pedestrian management plan shall be approved by the Engineer prior to disturbing existing pedestrian routes.

Full compensation for Pedestrian Management Plan, including furnishing all labor, materials, tools, equipment and incidentals necessary to develop and implement the plan shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

12.02 TRAFFIC MANAGEMENT PLAN:

Contractor shall comply with the City of Turlock Standard Specifications Section 11 "Traffic Safety." Contractor shall submit a completed Temporary Traffic Control Plan Checklist with submittal of the Temporary Traffic Control Plan. The checklist may be found online at the City's website at https://ci.turlock.ca.us/pdf/trafficengineeringdoc.asp?id=4

If construction activities affect access to public parking, residential property, or commercial property, contractor shall post signs at 100-foot intervals on the affected streets at least 48 hours prior to starting construction. Signs must display No Parking – Tow Away, C.V.C. 22651(L). Signs must state the dates and hours parking or access will be restricted. Notify residents, businesses, and local agencies at least 24 hours before starting activities. The notice must:

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

Compensation shall be made at the respective lump sum bid price included on the Bidder's Form. If no separate bid item is included, the cost shall be included in the various other bid items and no additional compensation will be made therefor.

SECTION 13 TECHNICAL SPECIFICATIONS

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Plant.
 - 2. Tree-stabilization.
 - 3. Tree-watering devices.
- B. Related Requirements:
 - 1. Section 329200 "Turf and Grasses" for turf (lawn) and hydroseeding.

1.2 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and verified sources for plant materials.
 - 2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- B. Samples for Verification: Actual sample of finished products for each of the following:
 - 1. Compost Mulch: 1-pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of manufactured product, from manufacturer, and complying with manufacturer's certified analysis of standard products.
- B. Pesticides and Herbicides: Product label and manufacturer's written application instructions specific to Project.
- C. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by City for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - 1. Installer's Field Supervision: Maintain an experienced full-time supervisor on Project site when work is in progress.
 - 2. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure in accordance with ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify City of sources of planting materials seven days in advance of delivery to site.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

- 1. Do not dump or store bulk materials near structures, utilities, or walkways and pavements; or on existing turf areas or plants.
- 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
- 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- F. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Shade and protect plants from the wind when stored outside.
 - 2. Plants requiring shade shall be stored in a shady/filtered light location or under a temporary sunscreen.
 - 3. Do not store plants on paved surfaces (i.e. (Asphalt, concrete, etc.)
 - 4. Protect plants stored on the project from drying out at all times by covering the balls or roots with moist sawdust, wood chops, shredded bark, peat moss, or other similar mulching material.
 - 5. Keep plants, including those in containers, in a moist condition until planted, by watering with fine mist spray.
 - 6. Do not remove container-grown stock from containers before time of planting.
 - 7. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.9 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: .
 - 2. Fall Planting: .
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions in accordance with manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by City.
 - b. Structural failures, including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Periods: From date of Substantial Completion.
 - a. Trees, Shrubs, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - 3. 8Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
 - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock,

densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- 1. Trees with damaged, crooked, or multiple leaders; with tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); with crossing trunks; with cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
- 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to City, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare in accordance with ANSI Z60.1.
- D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to ensure symmetry in planting.

2.2 FERTILIZERS

- A. Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast and slow release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb./1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium, in amounts recommended in soil reports from a qualified soil-testing laboratory.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorous, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent postassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium, in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 - 1. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Ground or shredded bark. As indicated on Drawings.
 - 2. Size Range: 2 inches maximum, 1/2 inch minimum
 - 3. Color: As indicated on Drawings.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.4 PESTICIDES

- A. Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-STABILIZATION MATERIALS

- A. Trunk-Stabilization Materials:
 - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.

2.6 MISCELLANEOUS PRODUCTS

- A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.
- B. Root Barrier: Root control fabric 24 inches high (deep), as indicated on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until moisture content reaches acceptable levels to attain required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove soil and contamination as directed by City and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain City's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. Lay out plants at locations directed by City. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 TREE, SHRUB, AND GROUNDCOVER PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

- 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
- 2. Carefully remove root ball from container without damaging root ball or plant.
- 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
- 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: As indicated on Drawings.
- 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.4 TREE, SHRUB, AND GROUNDCOVER PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Do not apply pruning paint to wounds.

3.5 TREE-STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 - 1. Upright Staking and Tying:
 - a. Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
 - 2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.6 INSTALLATION OF ROOT BARRIER

- A. Install root barrier where trees are planted within distance indicated on Drawings from paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.
- B. Align root barrier vertically, and run it linearly along and adjacent to paving or other hardscape elements to be protected from invasive roots.

- C. Install root barrier continuously for distance as indicated on Drawings in each direction from tree trunk, for total distance of as indicated on Drawings per tree. If trees are spaced closer, use single continuous piece of root barrier.
 - 1. Position top of root barrier as indicated on Drawings and according to manufacturer's recommendations.
 - 2. Do not distort or bend root barrier during construction activities.
 - 3. Do not install root barrier surrounding the root ball of tree.

3.7 PLACING SOIL IN PLANTERS

A. Fill planter with planting soil as indicated on Drawings. Place soil in lightly compacted layers to an elevation as indicated on Drawings below top of planter, allowing natural settlement.

3.8 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees and shrubs as indicated on Drawings in even rows with triangular spacing unless otherwise indicated on Drawings.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. Work soil around roots to eliminate air pockets and leave slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with radius around trunks or stems. Do not create a mulch cone or place mulch within 3 inches of trunks or stems.
 - 2. Organic-Mulch in Planting Areas: Apply 3-inch average thickness of organic-mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 APPLICATION OF PESTICIDES

A. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written instructions. Do not apply to seeded areas.

- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written instructions.
- C. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and in accordance with manufacturer's written instructions. Coordinate applications with City's operations and others in proximity to the Work. Notify City before each application is performed.

3.11 PLANT MAINTENANCE

- A. Maintenance Service Planting: Provide maintenance by skilled employees of landscape Installer. Maintain as required per section 3.12 above. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 - 1. Maintenance Period: 60 days from date of planting completion.

3.12 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by City.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by City.
- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
 - 2. Provide one new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - 3. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off City's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

END OF SECTION 329300

GENERAL NOTES

- 1. LANDSCAPE IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF TURLOCK, CALIFORNIA CURRENT STANDARDS AND SPECIFICATIONS INCLUDING ALL AMENDMENTS THERETO TO DATE. IMPROVEMENTS SHALL ALSO BE IN COMPLIANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS LATEST EDITION, WHERE APPLICABLE. IN THE EVENT THERE IS A CONFLICT WITH THE PLANS AND REFERENCES STATED ABOVE, THE GOVERNING BODY STANDARDS AND SPECIFICATIONS SHALL PREVAIL. ALL WORK SHALL BE SUBJECT TO INSPECTION.
- 2. DESIGN: THE DRAWINGS HEREIN REPRESENT THE DESIGN TO BE IMPLEMENTED ON THE SITE DEPICTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO CLARIFY PLAN DETAILS RELATED TO SITE OR CONSTRUCTION DETAILS NECESSARY
- 3. COORDINATION: CONTRACTORS SHALL COORDINATE INSTALLATION AND SCHEDULING WITH THAT OF CITY AND OTHER CONTRACTORS EFFICIENTLY AND IN A TIMELY MANNER, ENSURING THE PROJECT COMPLETION IS UNIMPEDED AND INSTALLED CORRECTLY WITH MINIMAL MAINTENANCE. CITY SHALL BE CONTACTED DIRECTLY AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COVERING, COMPLETION, OR EXPOSING WORK THAT WILL BE INSTALLED.
- 4. SITE CONDITIONS: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO SITE CONDITIONS. CONTRACTOR SHALL EXAMINE EXISTING CONDITIONS OF SITE. IN THE EVENT THAT ON-SITE CONDITIONS DIFFER FROM CONDITIONS DEPICTED ON PLANS AND WILL IMPACT THE INSTALLATION PROCESS, THE CONTRACTOR SHALL SUBMIT THESE FINDINGS TO THE CITY IN WRITING PRIOR TO BEGINNING WORK.
- 5. BASE INFORMATION: THE PROPOSED LANDSCAPE IMPROVEMENTS SHOWN HEREIN ARE SUPERIMPOSED OVER DATA PROVIDED TO THE LANDSCAPE ARCHITECT BY OTHER SOURCES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR THE CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS RELATED TO THIS DATA. THE BASE INFORMATION IS PROVIDED AS AN AID ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND ACCOMMODATING ANY DISCREPANCIES.

BASE INFORMATION PROVIDED BY: WESTWOOD PROFESSIONAL SERVICES 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 PHONE: (209) 571-1765 FILENAME: 38421-TP.DWG

- 6. BIDDING INFORMATION: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO BIDDING INFORMATION AND SITE VISITS PRIOR TO BID SUBMITTAL.
- 7. PRE-CONSTRUCTION MEETING: THE CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED BY THE SPECIAL PROVISIONS. A PRE-CONSTRUCTION MEETING SHALL BE COORDINATED WITH THE APPROPRIATE REGULATORY BODY PRIOR TO BEGINNING WORK. APPLICABLE AGENCIES AND PARTIES SHALL BE NOTIFIED AT LEAST 3 WORKING DAYS (72 HOURS) IN ADVANCE OF THE PRE-CONSTRUCTION MEETING.
- 8. UTILITIES: THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL CONTACT U.S.A. AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK.
- 9. POT HOLING: ONLY EXCAVATION WILL REVEAL ACTUAL TYPES, LOCATIONS, SIZES, AND DEPTHS OF UNDERGROUND UTILITIES. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERGROUND UTILITIES OR OF BURIED EXISTING OBJECTS AND UTILITIES NOT SHOWN ON THESE PLANS.
- 10. AS-BUILTS: FOR AS-BUILT PURPOSES, THE CONTRACTOR SHALL KEEP A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES WITH DEVIATIONS FROM ORIGINAL PLANS AND SPECIFICATIONS NOTED. UPON PROJECT COMPLETION THE CONTRACTOR SHALL PROVIDE THE CITY WITH A DIGITAL FORMAT, COMPLETE SET OF AS-BUILT DRAWINGS.

SURVEY CONTROL

HORIZONTAL DATUM

COORDINATES SHOWN HEREON ARE GROUND AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III. PURSUANT TO THE CALIFORNIA PUBLIC RESOURCES CODE, DIVISION 8, CHAPTER 1, SECTION 8815.5:

POINT | ELEVATION | COMBINED GRID FACTOR | MAPPING ANGLE 15000 | 111.50 | 0.9999364966 | -0D12'14.7"

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

SET MAG NAIL IN ASPHALT AT THE INTERSECTION OF HAVERFORD DRIVE AND TATE STREET, APPROXIMATELY 28 FEET NORTH OF SEWER MANHOLE IN CENTER OF KNUCKLE CURVE AND 22 FEET SOUTH EAST FROM MAIL BOX. (POINT # 15003) ELEVATION = 113.43 FEET (NAVD88)

CONTROL	POINT T	ABLE	
POINT NUMBER	NORTHING	EASTING	DESCRIPTION
15000	2014313.14	6465006.23	SET 3/4" IP
15001	2014313.58	6464518.00	SET SCRIBED X ON WALK
15003	2014550.53	6465227.12	SET MAG
15005	2014169.73	6464770.36	SET SCRIBED X

CONTACT INFORMATION

CITY OF TURLOCK 156 S. BROADWAY, SUITE 150 RANDALL JONES, P.E. SENIOR CIVIL ENGINEER

OFFICE: (209) 668-5520

LANDSCAPE ARCHITECT & CIVIL ENGINEER: WESTWOOD PROFESSIONAL SERVICES 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 PHONE: (209) 571-1765 JESSE GRAFTON: JESSE.GRAFTON@WESTWOODPS.COM STEPHANIE KONG: STEPHANIE.KONG@WESTWOODPS.COM

PEZZONI ENGINEERING, INC. 1150 9TH STREET STE. 1415 MODESTO, CA 95354 PHONE: (209) 554-4602 KEVIN PÈZZONI: KPEZZONI@PEZENGR.COM

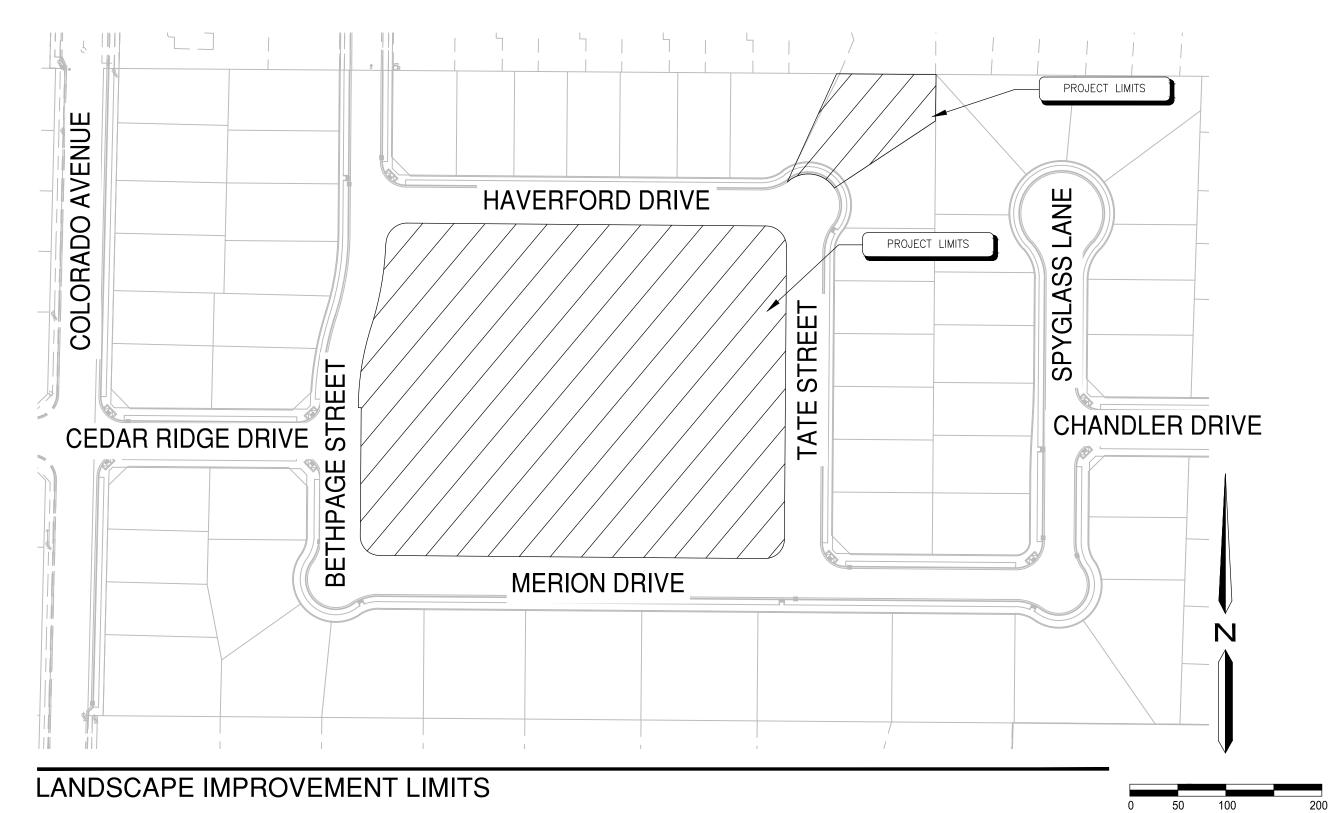
APPROVED BY: DATE: WILLIAM D. MORRIS, RCE 55910 CITY ENGINEER

APPROVED BY: MIKE MURPHY PARKS SUPERINTENDENT

DATE:

JOHN LAZAR PARK

CITY PROJECT #21-043 LANDSCAPE IMPROVEMENT PLANS HAVERFORD DR, TATE ST, MERION DR, & BETHPAGE ST., TURLOCK, CALIFORNIA



DEPT. CONTACT:

SOIL REPORT:

ADJACENT PROPERTY

PROJECT INFORMATION

PROJECT TITLE: CITY PROJECT #21-043 "JOHN LAZAR PARK"

PARCEL NUMBER: 072-006-084 PROJECT ADDRESS: HAVERFORD DR, TATE ST,

APPLICANT/OWNER:

MERION DR, & BETHPAGE ST. TURLOCK, CA, 95382 CITY OF TURLOCK 156 S. BROADWAY, SUITE 150

RANDALL JONES SENIOR CIVIL ENGINEER OFFICE: 209-668-6021

PLANS PREPARED BY: WESTWOOD PROFESSIONAL SERVICES 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 PHONE: (209) 571-1765 OFFICE

EMAIL: JESSE.GRAFTON@WESTWOODPS.COM LICENSE NUMBER: CLA #6127 LANDSCAPE AREA: 152,510 SQUARE FEET

DEFERRED SUBMITTALS

1 34'X24' SHADE STRUCTURE

3 SOLAR POST LIGHT

2 PRECAST CONCRETE SIGN

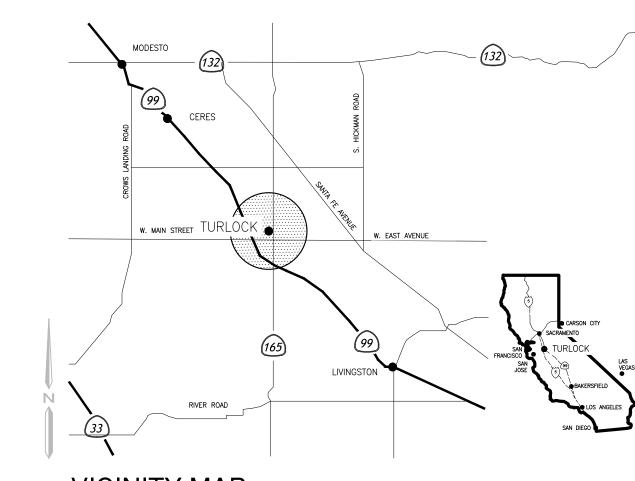
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PROJECT TYPE: NEW CONST./PUBLIC WATER SUPPLY TYPE NON-POTABLE & POTABLE WATER/ LOCAL PURVEYOR: CITY OF TURLOCK COMMUNITY FORESTRY

SUBMITTED TO SOILS LAB.

NORTH - EXISTING RESIDENTIAL SUBDIVISION SOUTH - EXISTING RESIDENTIAL SUBDIVISION EAST - EXISTING RESIDENTIAL SUBDIVISION WEST - EXISTING RESIDENTIAL SUBDIVISION NOTES: SOIL AMENDMENTS IN THE GENERAL PLANTING NOTES ARE FOR BID PURPOSES ONLY, ACTUAL AMENDMENTS SHALL REFLECT THE RECOMMENDATIONS OF THE REPORT ONCE FINAL MASS GRADING HAS BEEN PERFORMED AND SAMPLES HAVE BEEN



VICINITY MAP

CS COVER SHEET

SHEET INDEX

C1.0 CIVIL NOTES SHEET

C2.0 GRADING AND DRAINAGE PLAN

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C2.2 SUB-SURFACE GRADING AND DRAINAGE PLAN

C2.3 CIVIL DETAILS AND SECTIONS

C3.0 EROSION CONTROL PLAN AND DETAILS

L2.0 SITE FEATURES AND FINISHES LEGEND AND NOTES

L2.1 SITE FEATURES AND FINISHES PLAN

L2.2 SITE FEATURES AND FINISHES PLAN & ENLARGEMENT PLAN

L3.0 HORIZONTAL CONTROL PLAN

L3.1 HORIZONTAL CONTROL PLAN

L3.2 PLAYGROUND ENLARGEMENT PLAN

L4.0 IRRIGATION LEGEND AND NOTES

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L5.0 PLANTING LEGEND AND NOTES

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L6.0 CONSTRUCTION DETAILS

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L7.0 IRRIGATION DETAILS

L7.1 IRRIGATION DETAILS

L8.0 PLANTING DETAILS

EO.1 ELECTRICAL GENERAL NOTES AND ABBREVIATIONS

E1.0 ELECTRICAL SITE PLAN

E2.0 ELECTRICAL DETAILS

HIGH POINT

ABBREVIATIONS

SCALE: 1" = 100'

BC	BOTTOM OF CURB	INV	INVERT ELEVATION
BW	BOTTOM OF WALL	MAX	MAXIMUM
BOW	BACK OF WALL	MIN	MINIMUM
CJ	TOOLED CONTROL JOINT	(N)	NEW
CL	CENTERLINE		ON CENTER
CLR	CLEAR		PLANTING AREA
CIP	CAST IN PLACE		POURED IN PLACE CONCRETE
CMU	CONCRETE MASONRY UNIT		POINT OF BEGINNING
С	CONCRETE		RADIUS
DG	DECOMPOSED GRANITE	RIM	RIM ELEVATION
DWGS			RADIUS POINT
(E) OR EX	EXISTING	SCD	SEE CIVIL DRAWINGS
EJ	EXPANSION JOINT	SED	SEE ELECTRICAL DRAWINGS
EQ	EQUAL	SIM	SIMILAR
FC	FACE OF CURB		SEE LANDSCAPE DRAWINGS
FDE			SPACE
FF/FFE	FINISH FLOOR ELEVATION	TBD	TO BE DETERMINED
FG	FINISH GRADE	TC	TOP OF CURB
FL	FLOW LINE	TP	TOP OF PAVEMENT
FOW	FACE OF WALL	TW	TOP OF WALL
FS	FINISH SURFACE		TYPICAL
FV	FIELD VERIFY		UNLESS OTHERWISE NOTED
			

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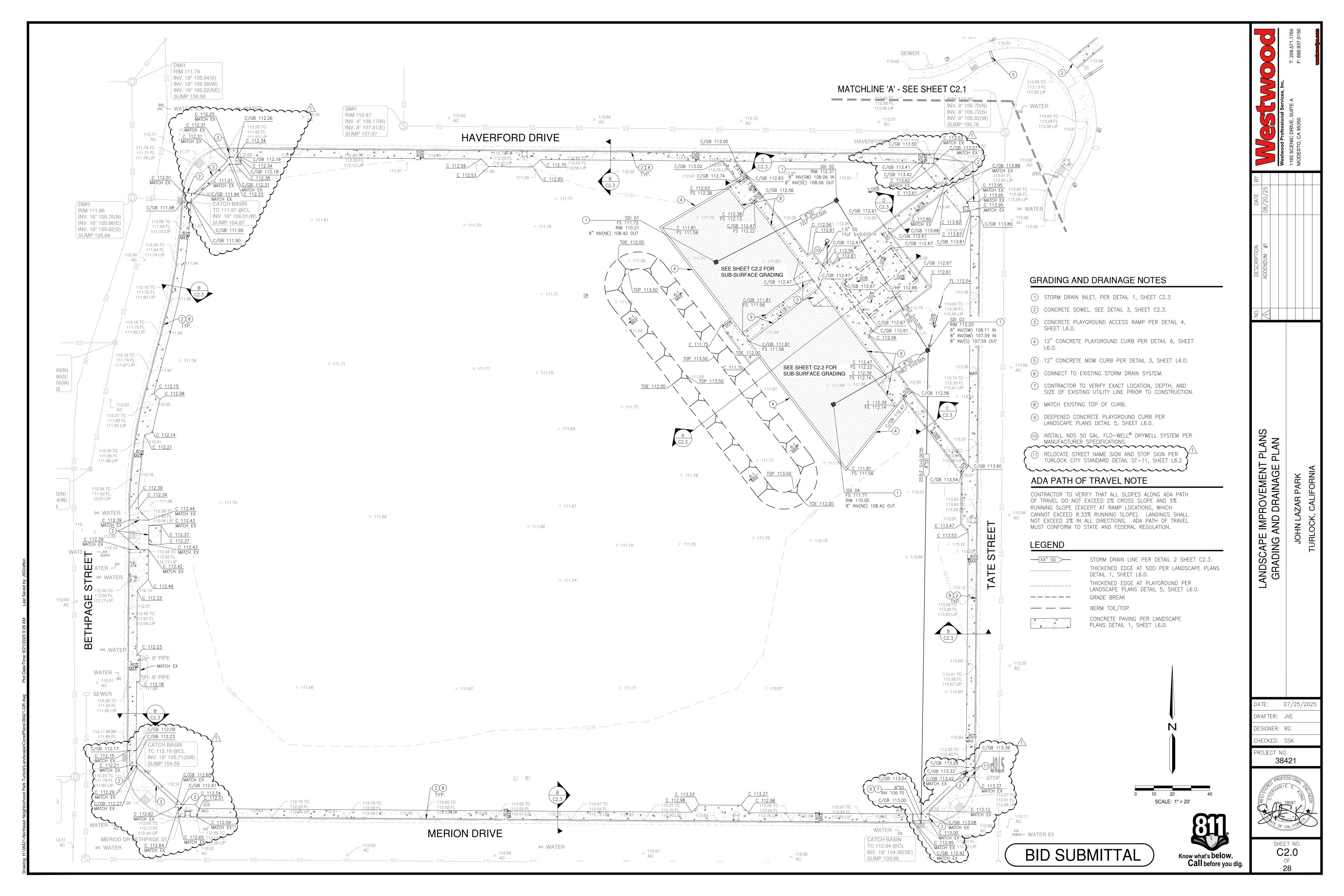
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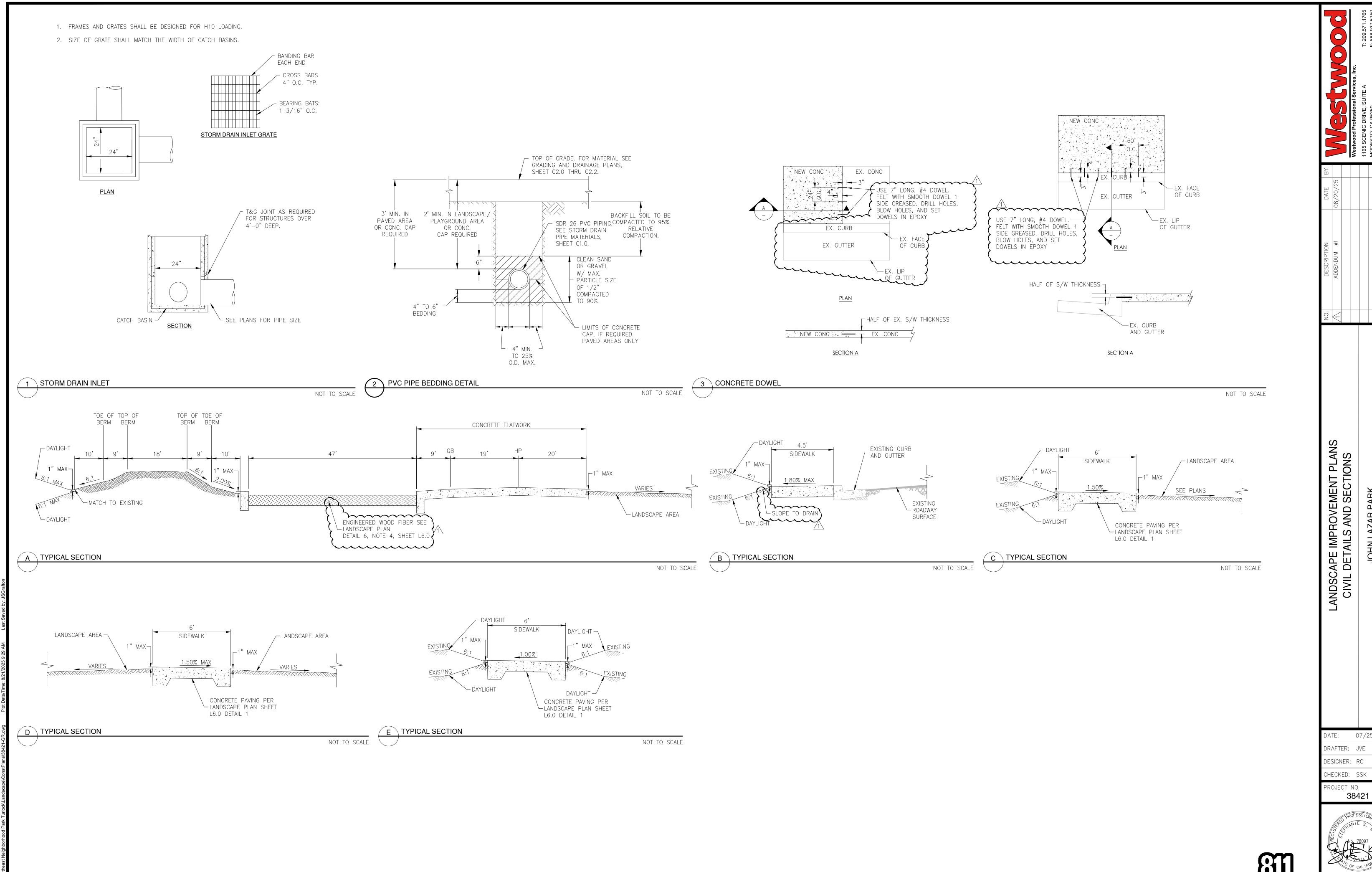
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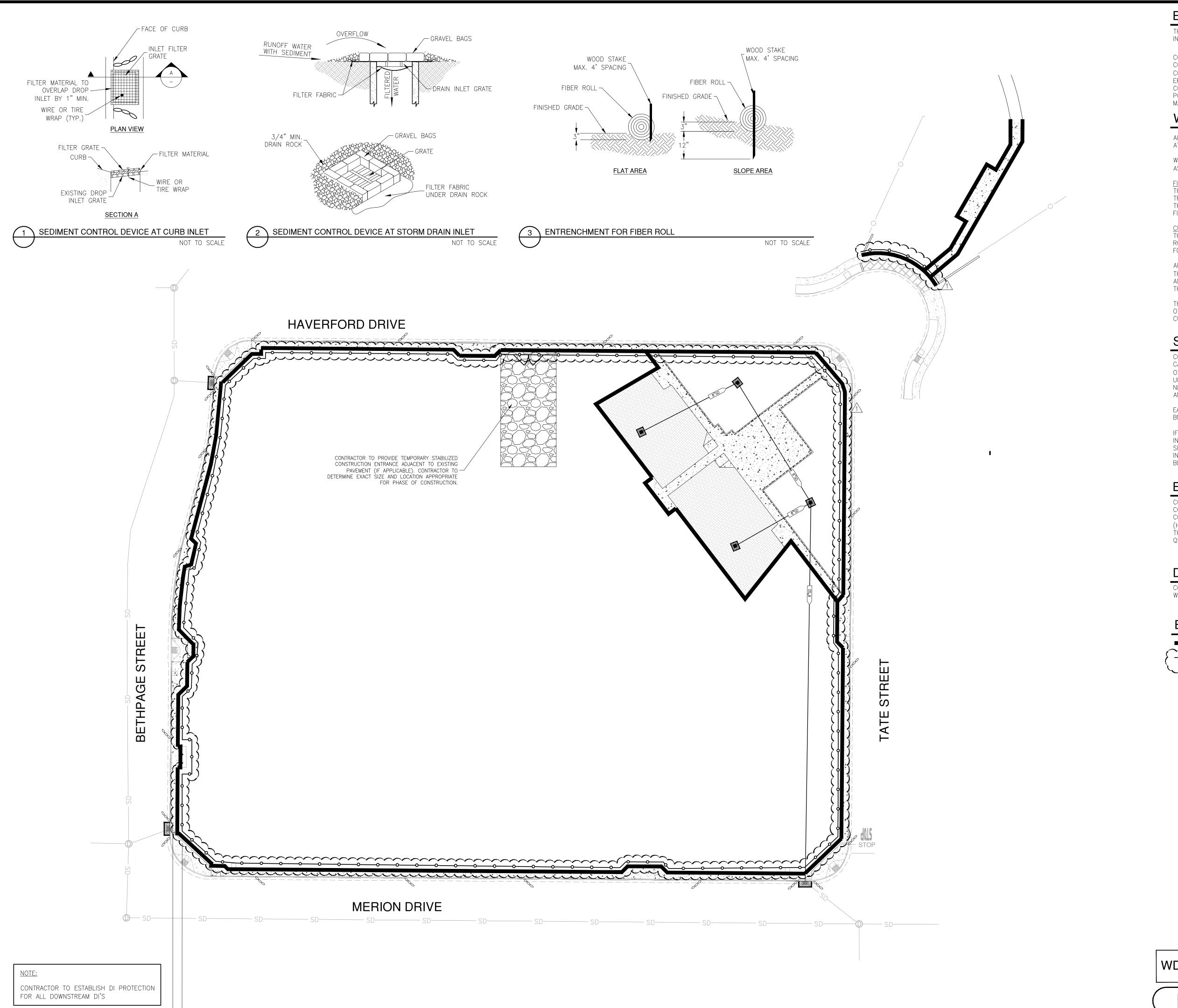


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07/25/2025



EROSION CONTROL NOTES:

THIS PLAN PROVIDES EROSION CONTROL AND SEDIMENTATION INFORMATION AND DESIGN USING THE FOLLOWING ASSUMPTIONS: *GROUND HAS BEEN ROUGH GRADED

CONTRACTOR SHALL ADJUST THE SEDIMENTATION AND EROSION CONTROL METHODS AS THE PROJECT DEVELOPS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE INSTALLED EROSION CONTROL AND SEDIMENTATION IMPROVEMENTS ARE IN CONFORMANCE WITH THE STATE OF CALIFORNIA STORM WATER POLLUTION PREVENTION PLAN GUIDELINES AND THE CALIFORNIA BEST MANAGEMENT PRACTICES.

WINTERIZATION NOTES

ALL MATERIALS NECESSARY FOR WINTERIZATION SHALL BE AVAILABLE AT THE SITE.

WINTERIZATION SHALL BE INSTALLED ACCORDING TO THIS PLAN AND AS DIRECTED BY THE QUALIFIED SWPPP PRACTITIONER (QSP).

FILL SLOPES: AVOID LEAVING SHINY, SMOOTH GRADED SURFACES. THE LAST GRADING OPERATION SHALL BE TO WALK A TRACK-TYPE TRACTOR UP AND DOWN THE SLOPE, CREATING CLEAT MARKS ON THE SLOPE WITH CONTOURS. THESE WILL PROVIDE SEED AND FIBER COLLECTION POINTS.

CUT SLOPES: AVOID LEAVING SHINY, SMOOTH GRADED SURFACES. THE LAST GRADING OPERATION SHALL LEAVE THE SLOPE IN A ROUGHENED CONDITION WITH 2 INCHES OF LOOSENED MATERIAL FOR STABILIZATION.

AFTER THE UNDERGROUND STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS WILL BE INSTALLED (AS SOON AS PRACTICAL) AND THE SEDIMENT CONTROL DEVICE WILL BE PLACED AROUND THOSE CATCH BASINS AS SHOWN ON THIS PLAN.

THIS PLAN IS INTENDED TO BE USED FOR EROSION CONTROL ONLY. OTHER INFORMATION SHOWN HEREIN MAY NOT BE THE MOST

SEDIMENT CONTROL DEVICES

CONTRACTOR TO PROVIDE TEMPORARY SEDIMENT CONTROL DEVICE AT CATCH BASINS AS SHOWN IN DETAIL. CONTRACTOR MAY SUBSTITUTE OTHER SEDIMENT CONTROL DEVICES (GRAVEL BAGS, SILT TRAPS, ETC.) UNDER THE DIRECTION OF THE QSP. MODIFICATIONS TO THIS PLAN NEED TO BE APPROVED BY QSD, AND LOGGED IN THE SWPPP AMENDMENT LOG.

EACH SEDIMENT CONTROL DEVICE SHALL BE SECURED PER APPLICABLE BMP STANDARDS.

IF ANY SEDIMENT CONTROL DEVICES ARE MOVED AND/OR RELOCATED IN GAINING ACCESS TO THE SITE DURING THE WINTER MONTHS, THEY SHALL BE REPLACED IF THEY ARE NO LONGER STABLE. ONCE INSTALLED, ALL WINTERIZATION MATERIALS SHOULD BE CHECKED BEFORE EACH WEEKEND AND EACH STORM.

EROSION CONTROL DEVICES

CONTRACTOR TO PROVIDE TEMPORARY OR PERMANENT EROSION CONTROL MEASURES ACROSS THE GRADED SECTIONS OF THE SITE. CONTRACTOR MAY SUBSTITUTE OTHER EROSION CONTROL DEVICES (HYDROSEED, EROSION CONTROL BLANKETS, ETC) UNDER DIRECTION OF HE QSP. MODIFICATIONS TO THE PLAN NEED TO BE APPROVED BY QSD AND LOGGED IN THE SWPPP AMENDMENT LOG.

DUST CONTROL MEASURES

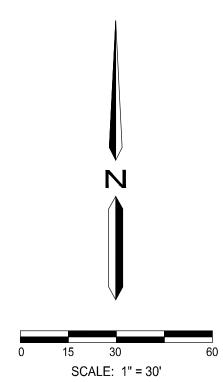
CONTRACTOR TO PRACTICE DUST CONTROL MEASURES IN ACCORDANCE WITH THE CITY OF TURLOCK STANDARDS THROUGHOUT CONSTRUCTION.

EROSION CONTROL LEGEND

FIBER ROLL PER DETAIL 3, THIS SHEET. OF WALK AND PER CITY STANDARDS. GRAVEL BAGS

STORM DRAIN CURB INLET PROTECTION PER DETAIL 1, THIS SHEET.

> STORM DRAIN DRAIN INLET PROTECTION PER DETAIL 2, THIS SHEET.



WDID# TBD

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PLANS DETAIL LANDSCAPE IMPROVEMENTEROSION CONTROL PLAN AN

07/25/2025

DRAFTER: JVE DESIGNER: RG CHECKED: SSK

38421



SHEET NO. C3.0

GENERAL NOTES

- COORDINATE INSTALLATION OF SITE FURNISHINGS, AND STRUCTURES, WITH OTHER WORK OF GRADING, CONCRETE, AND ELECTRICAL.
- 2. ALL SITE FURNISHINGS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, AND ASSEMBLED AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS. SITE FURNISHING INSTALLATION SCHEDULE SHALL BE COORDINATED WITH OTHER CONTRACTORS TO AVOID CONFLICT AND POSSIBLE DAMAGE.
- 3. MANUFACTURER NAMED ITEMS ARE FOR STANDARD OF REFERENCE AND DO
- NOT NECESSARILY LIMIT SUPPLY TO NAMED MANUFACTURERS.

 4. CONTRACTOR SHALL EXAMINE RELATED WORK AND SURFACES BEFORE STARTING WORK OF THIS SECTION AND SHOULD REPORT TO THE CITY IN WRITING ANY CONDITIONS WHICH WILL PREVENT THE PROPER PROVISION OF WORK. BEGINNING THE WORK OF THIS SECTION WITHOUT REPORTING UNSUITABLE CONDITIONS CONSTITUTES ACCEPTANCE OF CONDITIONS. ANY REQUIRED REMOVAL, REPAIR OR REPLACEMENT OF WORK CAUSED BY UNSUITABLE CONDITIONS SHALL BE DONE AT NO ADDITIONAL COST TO THE
- 5. CITY TO PROVIDE CONSTRUCTION STAKING.
- 6. CITY TO PROVIDE ALL COMPACTION TESTING.
- 7. ALL EARTHWORK, GRADING AND SOIL DELIVERY/REMOVAL SHALL BE PROVIDED BY THE CONTRACTOR.
- 8. CONTRACTOR SHALL PROVIDE A 6'X6' POURED MOCK UP SAMPLE OF CONCRETE FLATWORK ON SITE FOR CITY REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL INCLUDE CONCRETE FLATWORK FINISH AND ALL JOINTING TYPES. MOCK UP SAMPLE SHALL BE CLEAN AND FREE FROM DUST AND DEBRIS. CONTRACTOR SHALL COORDINATE SAMPLE MOCK UP LOCATION WITH CITY PRIOR TO INSTALLATION.

ITEM	DESCRIPTION / MODEL	COLOR	QUANTITY	MANUFACTURER / SUPPLIER / INFORMATION	DET REF.
1	DEEPENED 12" WIDE CONCRETE PLAYGROUND CURB	NATURAL	234 LF	INSTALL PER DETAILS.	6/L6.0
(2A)	PICNIC TABLES / MODEL: #100SSK / CITY OF TURLOCK LOGO	LIGHT GRAY	3 EA		2/L6.1
(2B)	ACCESSIBLE PICNIC TABLE / MODEL: #100SKRE / CITY OF TURLOCK LOGO	LIGHT GRAY	1 EA	SEE DETAILS / OUTDOOR CREATIONS INC. / CHAD SMITH / P: (530) 365-6106	1/L6.1
3	BENCH / MODEL: #408SKB	LIGHT GRAY	11 EA	OUTDOOR CREATIONS INC. / MOUNT TYPE: CONCRETE DRILLED WITH EPOXY PER MANUFACTURER'S INSTRUCTIONS / SEE DETAILS / CHAD SMITH / P: (530) 365-6106	
4	DRINKING FOUNTAIN PEDESTAL WITH BOTTLE FILLING STATION & PET FOUNTAIN / MODEL: #10145 SM&SMSSFA	BLUE	1 EA	MOST DEPENDABLE FOUNTAINS INC. / FRONT APPROACH / OUTDOOR UPPER BOTTLE FILLING STATION / ADA COMPLIANT / PET FOUNTAIN UNDER HIGH SIDE DRINKING FOUNTAIN / WWW.MOSTDEPENDABLE.COM / P: (901) 867-0039. / INSTALLATION: TEMPLATE 10 NS / UNATTACHED VALVE BOX / INSTALL PER DETAILS.	4/L6.1
5	34' X 24' SHADE STRUCTURE / MODEL: MESA	ROOF: ROMAN BLUE FRAME: RAL 7035	1 EA	CLASSIC RECREATION SYSTEMS / WWW.SHADESUN.COM / P:(800) 697-2195	_
6	BBQ / MODEL: #300A	MEDIUM GRAY	2 EA	OUTDOOR CREATIONS INC. / CHAD SMITH / P: (530) 365-6106 / SEE DETAILS	5/L6.1
7	SERVICE TABLE / MODEL: #113	LIGHT GRAY	2 EA	OUTDOOR CREATIONS INC. / MOUNT TYPE: CONCRETE DRILLED WITH EPOXY PER MANUFACTURER'S INSTRUCTIONS / SEE DETAILS / CHAD SMITH / P: (530) 365-6106	6/L6.1
8	TRASH RECEPTACLE / MODEL: #500	MEDIUM GRAY	5 EA	OUTDOOR CREATIONS INC. / CHAD SMITH / P: (530) 365-6106 / SEE DETAILS FOR MORE INFORMATION	3/L6.1
9	DOG POT STATION / MODEL: #DEPOT-006-B-GRN	GREEN	4 EA	DOG WASTE DEPOT / ROLL BAG SYSTEM / ROUND TRASH CAN / WWW.DOGWASTEDEPOT.COM / P: (800) 678-1612	7/L6.0
10)	DOUBLE SIDED PARK SIGN W/CIP FOOTING	-	2 EA	COORDINATE WITH CITY AND INSTALL CITY STANDARD PARK SIGN / SEE ELECTRICAL PLANS FOR SIGN LIGHTING	1-4/L6.2
(11)	PARK POST LIGHT	-	1 EA	PER ELECTRICAL ENGINEER'S PLANS	_
(12)	12" WIDE CONCRETE MOW BAND	NATURAL	56 LF	MEDIUM BROOM FINISH PARALLEL TO LENGTH OF MOW BAND / INSTALL PER DETAILS	3/L6.0
(13)	CONCRETE PLAYGROUND RAMP	NATURAL	2 EA	INSTALL PER DETAILS	4/L6.0
(14)	THICKENED CONCRETE EDGE AT PLAYGROUND	NATURAL	262 LF	INSTALL PER DETAILS	5/L6.0
(15)	THICKENED CONCRETE EDGE AT SOD	NATURAL	757 LF	INSTALL PER DETAILS	1/L6.0
(16)	BIKE RACKS / OMEGA / ORP SERIES	BLACK	3 EA	PILOT ROCK / RJ THOMAS MFG. CO. INC / POWDER COAT FINISH: SPC-CO-001 / SURFACE MOUNT INSTALLATION / ANCHOR KIT: ANC3-6	8/L6.0
(16)	RELOCATED STREET SIGN	-	1 EA	SEE CIVIL SHEET C2.0 AND DETAIL FOR MORE INFORMATION	ST-11/L6.2

SITE FINISH SCHEDULE

FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
A	4" CONCRETE FLATWORK	NATURAL /1		MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL (SCORE JOINTS AS SHOWN ON PLAN).	1&2/L6.0
В	ENGINEERED WOOD FIBER (EWF)	NATURAL	6,603 SF	AVAILABLE FROM LOCAL SOURCES. MUST MEET ADA AND PLAYGROUND ASTM STANDARDS.	5&6/L6.0
С	PLANTING AREA - SEE PLANTING PLANS				_
D	TURF AREA — SEE PLANTING PLANS				_

PLAYGROUND FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL	COLOR	QUANTITY	MANUFACTURER / SUPPLIER / INFORMATION
(1)	2-5 PLAYGROUND STRUCTURE	BLUE/GREY	1	
$\langle 2 \rangle$	5-12 PLAYGROUND STRUCTURE	BLUE/GREY	1	
$\langle 3 \rangle$	2-5 BAY SWING SET	BLUE	1	
4	2-5 TWIN RIDER	BLUE	1	MIRACLE PLAYSYSTEMS / CONTACT MATT DURKIN, P: (559) 545-5274 / QUOTE #Q-07600
(5)	5-12 ACCELERATOR SWING WITH BIRD NEST SEAT	BLUE	1	MINACLE FLATSTSTEMS / CONTACT MATT DONNIN, F. (339) 343-3274 / QUOTE #Q-07000
$\langle 6 \rangle$	CYCLO CONE BASE CLIMBER	BLUE/GREY	1	
$\langle 7 \rangle$	2-5 AGE SAFETY / RISK MANAGEMENT SIGN	_	1	
8	5-12 AGE SAFETY / RISK MANAGEMENT SIGN	_	1	

REFERENCE KEY

SCHEDULE KEY	CONCRETE JOINT LEGEND	COMPANION SEATING
SITE FURNISHINGS/ EQUIPMENT NUMBER SURFACING NUMBER PLAYGROUND FEATURE	EJ = EXPANSION JOINT SJ = TOOLED CONTROL JOINT CJ = COLD JOINT SPACING SHOWN ON PLANS	[-] 36"x48" ACCESSIBLE COMPANION SEAT LOCATION

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5 JG

Westwood Professional Services, Inc.
1165 SCENIC DRIVE, SUITE A T: 209.571
MODESTO, CA 95350 F: 888.937

ADDENDUM #1 8/20/25	NO.	DESCRIPTION	DATE	ВУ
	\leftarrow	ADDENDUM #1	8/20/25	96

LANDSCAPE IMPROVEMENT PLANS E FEATURES AND FINISHES LEGEND AND NOTES

DATE: 07/25/2025

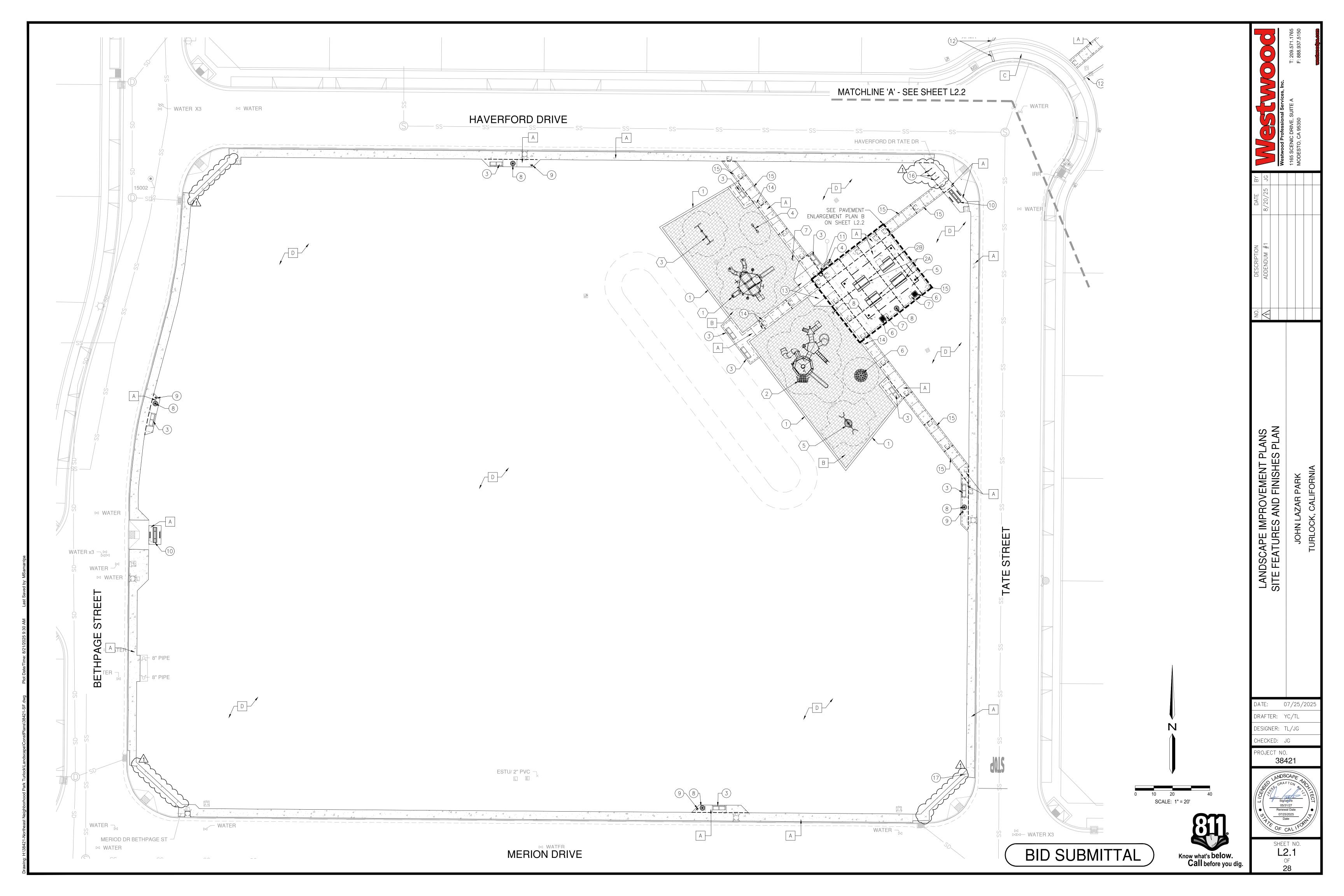
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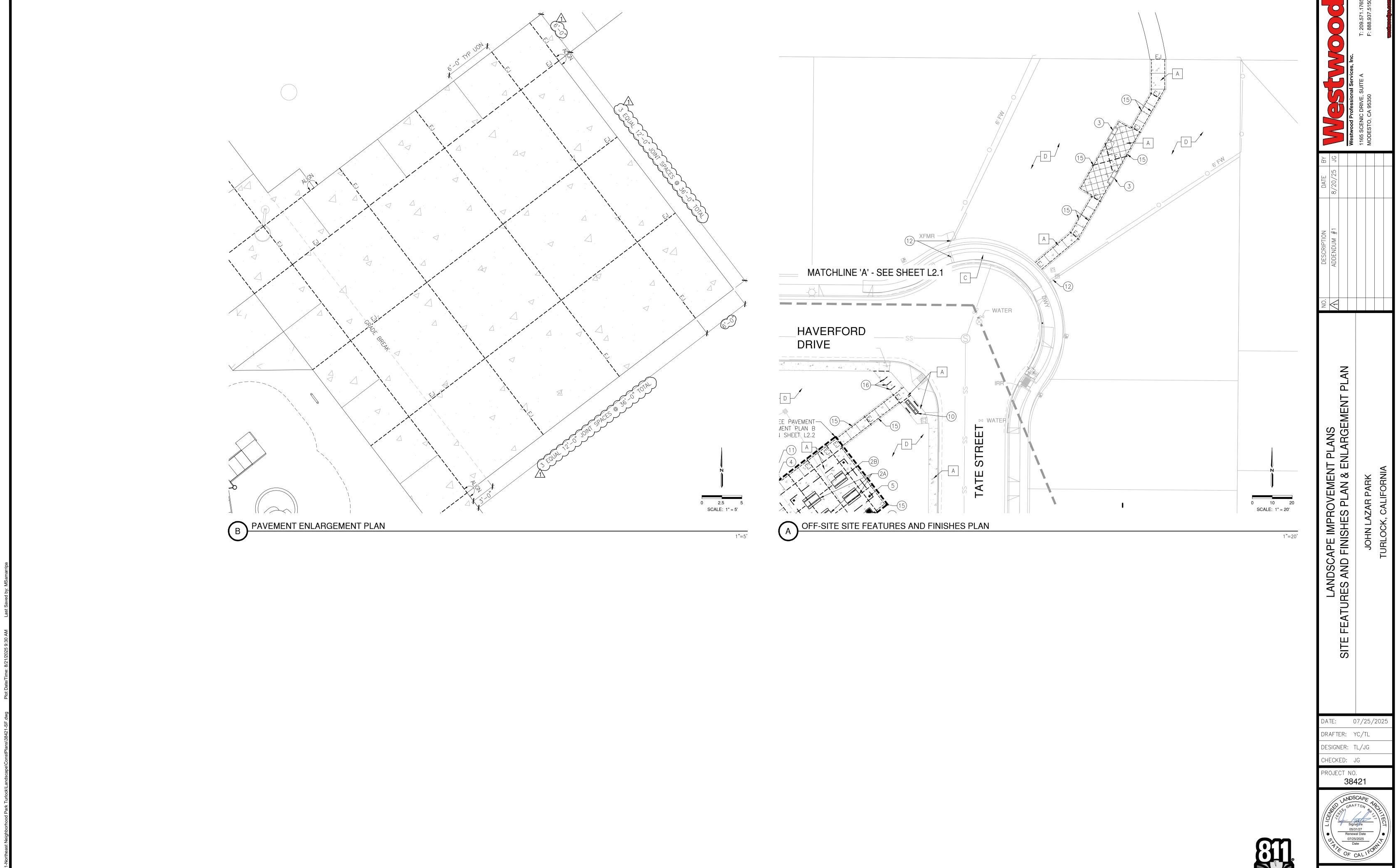
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PROJECT NO. **38421**



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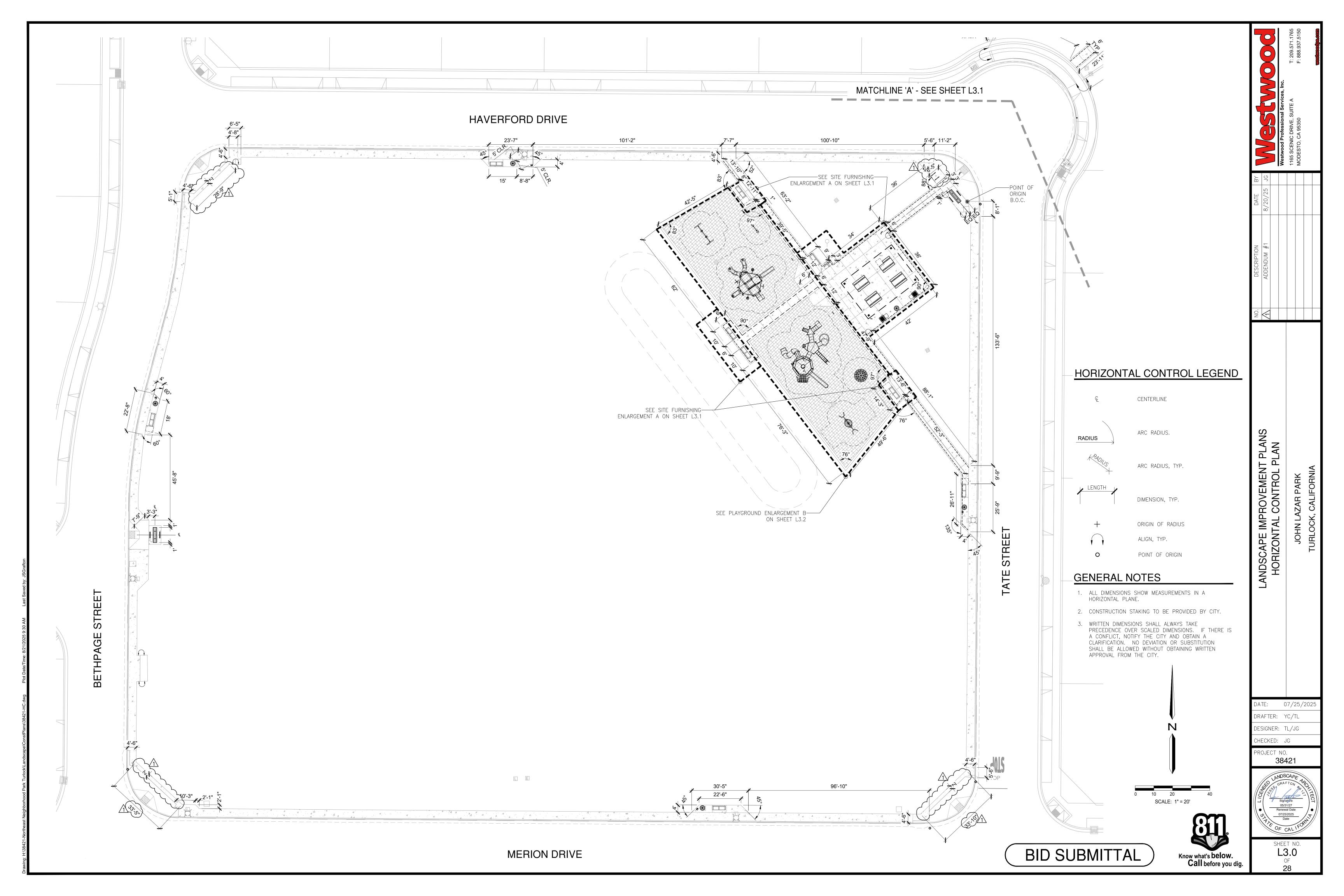


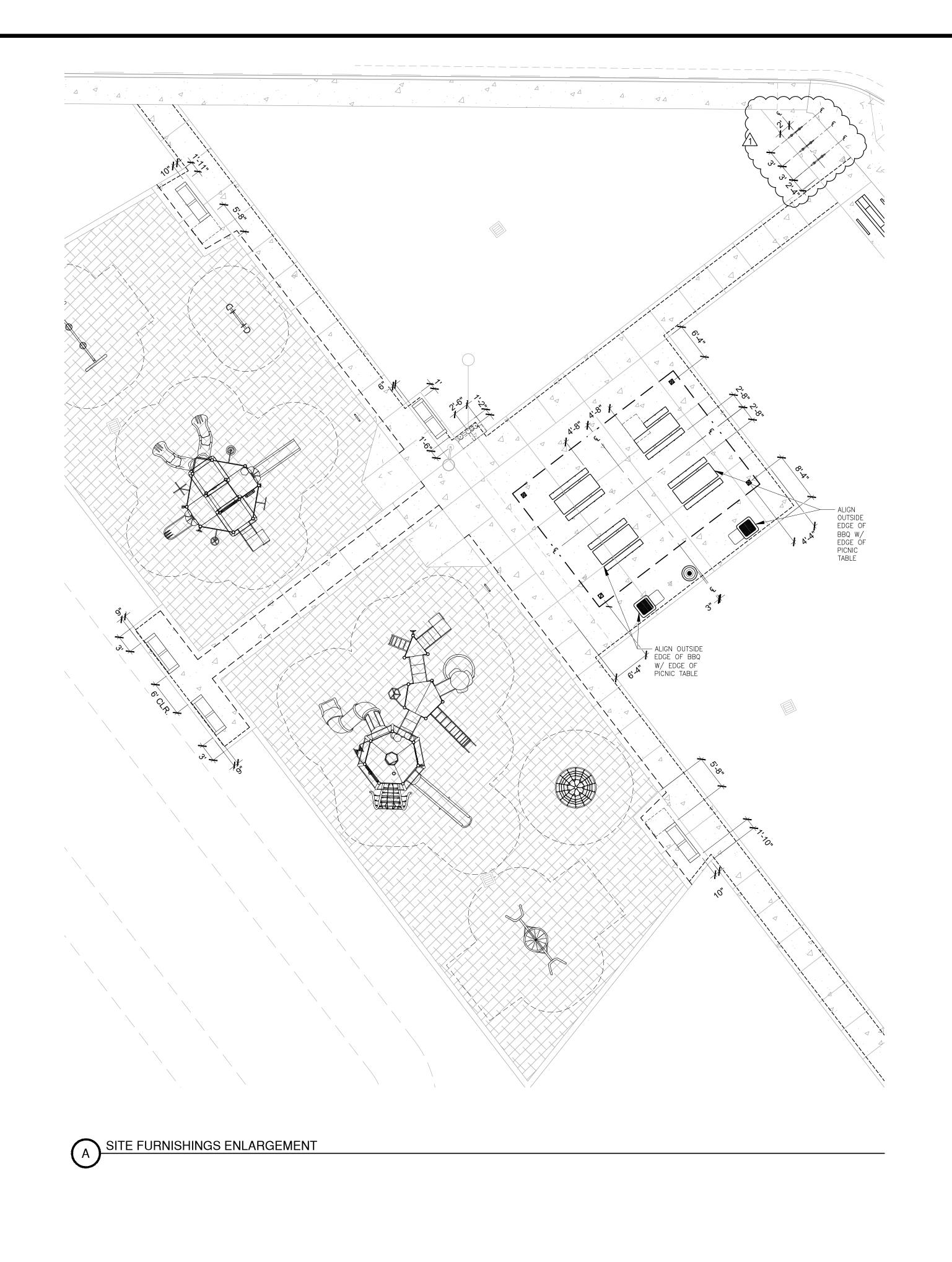
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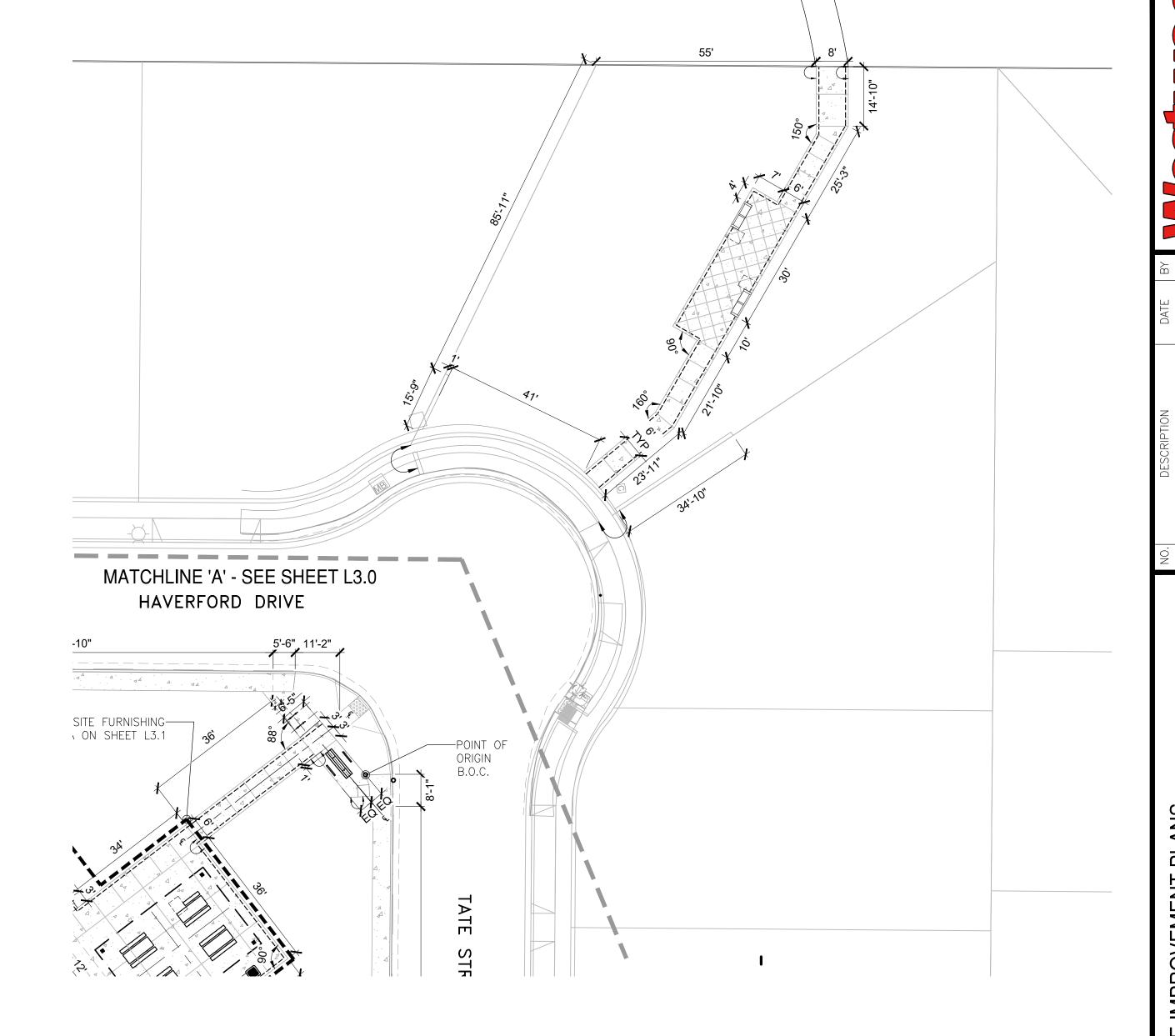
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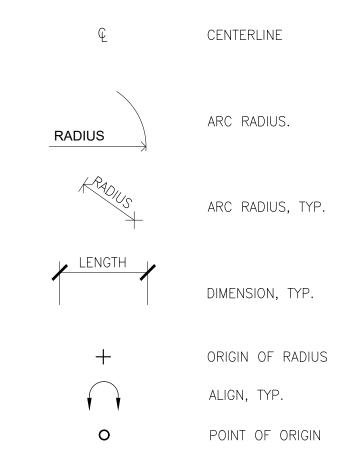
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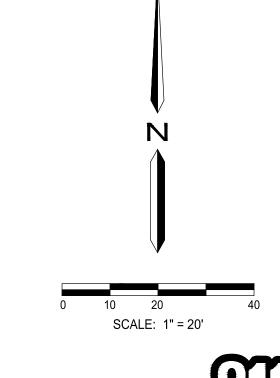


HORIZONTAL CONTROL LEGEND



GENERAL NOTES

- 1. ALL DIMENSIONS SHOW MEASUREMENTS IN A HORIZONTAL PLANE.
- 2. CONSTRUCTION STAKING TO BE PROVIDED BY CITY.
- 3. WRITTEN DIMENSIONS SHALL ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. IF THERE IS A CONFLICT, NOTIFY THE CITY AND OBTAIN A CLARIFICATION. NO DEVIATION OR SUBSTITUTION SHALL BE ALLOWED WITHOUT OBTAINING WRITTEN APPROVAL FROM THE CITY.



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L3.1 OF

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- 2. IRRIGATION SHALL BE INSTALLED CONSISTENT WITH THE MOST CURRENT CITY WATER CONSERVATION REQUIREMENTS AND THE STATE WATER EFFICIENT
- LANDSCAPE ORDINANCE (AB1881). 3. PRIOR TO BIDDING AND COMMENCEMENT OF SITE WORK, THE CONTRACTOR SHALL BECOME FAMILIAR WITH/AND EXAMINE CONDITIONS OF THE PROJECT SITE, VERIFYING LOCATIONS OF ALL EXISTING UTILITIES. STRUCTURES AND SERVICES. LOCATIONS OF ITEMS SHOWN ON THESE PLANS ARE ONLY APPROXIMATIONS ANY DISCREPANCIES DISCOVERED SHALL BE REPORTED TO THE CITY. FAILURE TO REPORT DISCREPANCIES TO THE CITY BEFORE COMMENCEMENT OF SITE WORK IMPLIES ACCEPTANCE OF SITE CONDITIONS AND COSTS ASSOCIATED WITH CORRECTING IRRIGATION LAYOUTS.ANY EXISTING SITE FEATURES, GRADE CHANGES, OR SITE PLAN DESIGN CHANGES NOT SPECIFICALLY ADDRESSED ON THESE PLANS, (OR UNKNOWN CONDITIONS THAT WERE NOT APPARENT DURING THE DESIGN PROCESS) THAT WILL IMPACT INSTALLATION OR OPERATING OF IRRIGATION SYSTEMS IN ANY WAY, SHALL BE REPORTED TO THE CITY PRIOR TO COMMENCEMENT OF SITE WORK. CONTRACTOR SHALL COORDINATE & SCHEDULE INSTALLATION EFFORTS WITH THOSE OF OTHER TRADES
- TO AVOID COSTLY DELAYS & ERRORS. 4. CONTRACTOR SHALL INSTALL IRRIGATION EQUIPMENT PER DETAILS AND SPECIFICATIONS. ALL IRRIGATION EQUIPMENT REQUIRED FOR PROJECT COMPLETION BUT NOT DETAILED ON THESE PLANS SHALL BE INSTALLED PER LOCAL AND STATE CODES AND MANUFACTURER'S
- WRITTEN INSTALLATION RECOMMENDATIONS. 5. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR SUCCESSFUL COMPLETION OF PROJECT PRIOR TO COMMENCEMENT OF WORK. 6. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY
- AND ALL PROJECT RELATED ARCHITECTURAL OR ENGINEERING DRAWINGS PRIOR TO COMMENCEMENT OF 7. THE CONTRACTOR SHALL REPAIR, REPLACE, OR
- COMPENSATE OWNER FOR ALL ITEMS DAMAGED BY THEIR WORK. 8. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE INSTALLATION EFFORTS WITH THOSE OF OTHER TRADES
- TO AVOID COSTLY DELAYS AND ERRORS. 9. CONTACT CITY OF TURLOCK IN ADVANCE TO SCHEDULE ALL NECESSARY IRRIGATION TESTS.
- 10. REQUIRED TESTING 10.1. BACKFLOW PREVENTION DEVICE. BACKFLOW PREVENTION TEST SHALL BE PERFORMED BY A CERTIFIED BACKFLOW PREVENTION TESTER. CONTRACTOR SHALL PROVIDE RESULTS TO LANDSCAPE ARCHITECT/OWNER UPON COMPLETION.
- 10.2. PRESSURE TEST: MAINLINE SHALL HOLD 120 PSI MIN. FOR 8 HOURS. IF LEAKS OCCUR, REPLACE FAULTY COMPONENTS AND RE-TEST. CONTRACTOR SHALL PROVIDE MAINLINE & WIRE AS-BUILT'S TO LANDSCAPE ARCHITECT/CITY PRIOR TO BACKFILLING TRENCH AFTER PRESSURE TEST IS COMPLETE.
- 10.3. COVERAGE TEST: COVERAGE TEST SHALL BE PERFORMED PRIOR TO INSTALLATION OF ANY PLANT MATERIAL IRRIGATION ALIDIT SHALL BE PERFORMED AT THIS POINT, BY CERTIFIED IRRIGATION AUDITOR. CONTRACTOR SHALL PROVIDE RESULTS TO LANDSCAPE ARCHITECT/CITY AND MAKE ALL NECESSARY CORRECTIONS PRIOR TO PLANTING FAILURE TO DO SO SHALL MAKE ALL REQUIRED COSTS ASSOCIATED WITH ADJUSTING IRRIGATION THE

- POINT OF CONNECTION NOTES
- . CONTRACTOR SHALL INVESTIGATE AND DETERMINE THE POINT OF CONNECTION LOCATION. IF DIFFERENT THAN SHOWN ON THESE PLANS THIS SHALL BE REPORTED TO THE CITY.
- 2. THE IRRIGATION SYSTEM AS SHOWN WITHIN THESE PLANS HAS BEEN DESIGNED BASED ON OPERATING PRESSURES OF 70 PSI AND MAXIMUM FLOW DEMANDS OF 122 GPM. THE CITY OF TURLOCK, CALIFORNIA REPORTS THAT STATIC WATER PRESSURES AT THE SITE WILL BE APPROXIMATELY 55 PSI. THE CONTRACTOR IS TO PERFORM PRESSURE TESTS AT THE POINT OF CONNECTION TO CONFIRM ACTUAL SITE PRESSURE LEVELS. ANY DISCREPANCIES BETWEEN INFORMATION ON THESE PLANS AND THAT OF EXISTING SITE CONDITIONS OR MANUFACTURER DATA SHALL BE REPORTED TO THE CITY. FAILURE TO CONFIRM POC INFORMATION RESULTING IN REQUIRED CHANGES, DUE TO LOW PRESSURE OR VOLUME, WILL RESULT IN OWNER DIRECTED REVISIONS AT NO ADDITIONAL COST TO THE OWNER.

CONTROLLER ASSEMBLY NOTES

- . CONTROLLER LOCATION SHOWN ON DRAWINGS IS AN APPROXIMATE LOCATION. CONTRACTOR SHALL CONFIRM LOCATION OF CONTROLLER WITH OWNER PRIOR TO CONTROLLER INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ELECTRICAL CONNECTIONS BETWEEN THE 120 VOLT POWER SOURCE TO THE CONTROLLER, VALVES, AND ADDITIONAL IRRIGATION EQUIPMENT. SEE ELECTRICAL ENGINEERING DRAWINGS FOR ELECTRICAL CONNECTION REQUIREMENTS AND LOCATION. FAILURE TO OBTAIN APPROVAL OF CONTROLLER ASSEMBLY LOCATION PRIOR TO INSTALLATION WILL RESULT IN OWNER DIRECTED
- REVISIONS AT NO ADDITIONAL COST TO THE OWNER. 2. A LAMINATED, WATERPROOF, LEGIBLE, CHART OF THE IRRIGATION SYSTEM NOT EXCEEDING 11"X17", SHALL BE PROVIDED TO THE OWNER AND ONE ADHERED TO THE INSIDE COVER OF THE CONTROLLER. ALL VALVES AND THEIR RESPECTIVE COVERAGE AREAS SHALL BE IDENTIFIED WITH SEPARATE AND DISTINCT COLORS.

IRRIGATION VALVE NOTES

- VALVE AND QUICK COUPLER LOCATIONS SHOWN ON DRAWINGS ARE APPROXIMATE LOCATIONS. CONTRACTOR SHALL STAKE THE LOCATIONS OF VALVES AND QUICK COUPLERS FOR APPROVAL BY CITY PRIOR TO INSTALLATION.
- . VALVES AND QUICK COUPLERS SHALL BE GROUPED TOGETHER AND INSTALLED IN SHRUB BEDS, UNLESS
- NOTED OTHERWISE. 3. INSTALL ALL VALVES AND QUICK COUPLERS PER PLAN DETAILS AND MANUFACTURER'S WRITTEN RECOMMENDATIONS.

OVERHEAD SPRAY AND ROTOR NOTES

- 1. ALL HEADS SHALL INCLUDE A FACTORY INSTALLED DRAIN CHECK VALVE TO PREVENT LOW HEAD DRAINAGE. 2. ALL HEADS SHALL INCLUDE A FACTORY INSTALLED PRESSURE REGULATOR. SEE LEGEND FOR SPECIFIED
- PRESSURE LEVELS OF INDIVIDUAL HEADS. 3. ALL HEADS AND NOZZLES SHALL BE INSTALLED PER PLANS. AFTER INSTALLATION, ADJUST ALL ARCS AND THROWS FOR EVEN COVERAGE AND TO PREVENT OVERSPRAY ONTO PAVEMENT, BUILDINGS, WALLS, OR EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ADJUSTMENTS TO THE RADIUS REDUCTION SCREW, SCREEN REPLACEMENTS, AND APPROVED NOZZLE REPLACEMENTS. ANY VERTICAL OBSTRUCTIONS NOT NOTED ON THESE PLANS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING
- 4. FLOOD TRENCHES TO COMPACT SOIL PRIOR TO LEVELING HEADS. ALL HEADS SHALL BE INSTALLED FLUSH AND PERPENDICULAR TO FINISH GRADE LINLESS

DRIP AND LOW FLOW EMITTER NOTES

. INSTALL ALL DRIPLINE AND EMITTERS PER DETAILS AND PLANS. TUBING TO BE INSTALLED 1-2" BELOW SOIL SURFACE WITH GALVANIZED TIE-DOWN STAKES AT 24" INTERVALS.

ELECTRICAL WIRING NOTES

- WIRING SHALL BE INSTALLED IN SAME TRENCH AS MAINLINE WITH 18" OF COVER. 2. CONTRACTOR TO SUPPLY TWO ADDITIONAL WIRES FROM CONTROLLER (STRETCHING ALONG THE ENTIRE MAINLINE) TO THE LAST VALVE OR STUB OF EACH AND EVERY LEG OF MAINLINE. EACH WIRE SHALL BE TAGGED WITH A WATERPROOF LEGIBLE LABEL
- SPECIFYING IT AS AN "EXTRA WIRE". 3. CONTROL WIRE TO BE U.L. LISTED, DIRECT BURIAL #14UF AWG MINIMUM. COMMON WIRE TO BE U.L. LISTED, DIRECT BURIAL #12UF AWG MINIMUM. WIRING TO BE COLOR CODED WITH CORRESPONDING STATION NUMBER TAGS AT THE CONTROLLER AND VALVES. 4. WATERPROOF DBY6 WIRE CONNECTORS SHALL BE USED

AT ALL WIRE CONNECTIONS.

- PVC PIPING NOTES . PIPING AND EQUIPMENT LAYOUT IS SHOWN SCHEMATICALLY FOR VISUAL CLARITY. PIPING AND EQUIPMENT SHOWN WITHIN PAVED AREAS SHALL BE INSTALLED WITHIN AREAS DESIGNATED FOR LANDSCAPE. MAINLINES SHALL BE LOCATED A MINIMUM OF 18" OFF ADJACENT PAVEMENT OR OTHER OBSTACLES.
- 2. NON-PRESSURIZED LINES SHALL BE BURIED WITH A MINIMUM OF (18") COVER. PRESSURIZED MAINLINES SHALL BE BURIED WITH A MINIMUM OF (24") COVER. UNDERGROUND WARNING TAPE READING "CAUTION. BURIED IRRIGATION LINE BELOW" SHALL BE INSTALLED 12" ABOVE PRESSURIZED LINES.

3. PIPE SIZES SHALL BE INSTALLED PER PLANS.

SMALLER PIPE SIZE SUBSTITUTIONS ARE NOT

ACCEPTABLE; LARGER PIPE SIZES MAY BE APPROVED. 4. SOLVENT WELD FITTINGS FOR MAINLINES 21/2" AND SMALLER SHALL BE SCHEDULE 40 PVC. FOR MAINLINES 3"-4", USE SCH 80 SOLVENT WELD FOR FITTINGS. ALL THREADED FITTINGS SHALL BE SCHEDULE

80 PVC.

- 1. SCHEDULE 40 PVC SLEEVES SHALL BE PROVIDED FOR ALL IRRIGATION LINES UNDER PAVING. 2. SLEEVES SHALL BE SIZED PER PLAN OR TWICE THE SIZE OF THE PIPE WHEN NOT SPECIFIED. ELECTRICAL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR
- THE REQUIRED NUMBER OF WIRES. PIPING AND WIRING SHALL BE IN SEPARATE SLEEVES. 3. SLEEVES SHALL EXTEND A MINIMUM OF 12" BEYOND PAVED SURFACES OR AS NOTED.

NON-POTABLE IRRIGATION WATER NOTES SYSTEM HAS BEEN DESIGNED FOR NON-POTABLE

- WATER USE. 2. RECYCLED SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH TITLE 17 AND TITLE 22 CODE OF REGULATIONS. IN THE EVENT THERE IS A CONFLICT WITH THE PLANS AND REFERENCES
- STATED ABOVE, THE STATE CODE SHALL PREVAIL. 3. ALL VALVE BOXES, IDENTIFICATION TAGS, VALVE HANDLES, QUICK COUPLER COVERINGS, AND RISER TAGS TO BE PURPLE WITH RECYCLED WATER WARNINGS.
- 4. PURPLE RECYCLED MARKING TAPE WITH THE WORDS "CAUTION RECYCLED/RECLAIMED WATER LINE BURIED BELOW" TO BE INSTALLED (TEXT FACING UPWARD) 12" ABOVE ANY PRESSURIZED LINES. 5. ALL PIPE TO BE PURPLE PIPE AS SHOWN IN LEGEND.

6. PERMANENT RECYCLED WATER CAUTION SIGNS WITH 6' U-CHANNEL POST IN CONCRETE SHALL BE PLACED AT EACH LANDSCAPE AREA. INSTALL PER DETAIL 9/L7.0 MANUFACTURER'S RECOMMENDATIONS.

CONTRACTOR SHALL MAKE DAILY AS-BUILT PLANS OF MAINLINE & WIRE. CONTRACTOR SHALL SUBMIT AS-BUILT'S TO LANDSCAPE ARCHITECT/CITY DURING MAINLINE PRESSURE TESTING AND SHALL NOT BURY MAINLINE UNTIL AS-BUILT SET HAS BEEN APPROVED BY LANDSCAPE ARCHITECT/CITY. AS-BUILT'S SHALL INDICATE COLOR OF ELECTRICAL TAPE ON EACH RUN/LEG OF WIRE TO AID IN FUTURE WIRE TROUBLE SHOOTING.

<u>WATER CONSERVATION STATEMENT</u>

- I HAVE COMPLIED WITH THE CRITERIA OF THE (STATE/CITY WATER CONSERVATION) ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.
- 2. CHANGES TO THE APPROVED PLANS OR FIELD SUBSTITUTIONS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE
- OWNER/LANDSCAPE ARCHITECT. IF THE OWNER/CONTRACTOR DEVIATES FROM THE APPROVED PLAN WITHOUT PRIOR WRITTEN APPROVAL THEY WILL BE REQUIRED TO MAKE ANY CORRECTIONS, AT THEIR OWN EXPENSE, TO BRING THE LANDSCAPE AND IRRIGATION INTO COMPLIANCE WITH THE APPROVED PLANS AND THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.

MAILING ADDRESS.

- 1. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL SUPPLY A "CERTIFICATE OF COMPLETION" DOCUMENT. THE DOCUMENT SHALL INCLUDE
- A. PROJECT INFORMATION SHEET THAT CONTAINS:
- 1. DATE 2. PROJECT NAME 3. PROJECT APPLICANT NAME, TELEPHONE NUMBER,
- AND MAILING ADDRESS. 4. PROJECT ADDRESS 5. PROPERTY OWNER NAME, TELEPHONE NUMBER AND
- . CERTIFICATION BY THE LANDSCAPE CONTRACTOR THAT THE LANDSCAPE PROJECT HAS BEEN INSTALLED PER THE APPROVED LANDSCAPE DOCUMENTATION PACKAGE. 1. WHERE THERE HAVE BEEN SIGNIFICANT CHANGES MADE IN THE FIELD DURING CONSTRUCTION THESE "AS-BUILT" OR RECORD DRAWINGS SHALL BE INCLUDED WITH THE CERTIFICATION. 2. A DIAGRAM OF THE IRRIGATION PLAN SHOWING
- HYDROZONES SHALL BE KEPT WITH THE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT **PURPOSES**
- C. IRRIGATION SCHEDULING PARAMETERS USED TO SET THE CONTROLLER. D. LANDSCAPE AND IRRIGATION MAINTENANCE SCHEDULE
- IRRIGATION AUDIT REPORT. SOILS ANALYSIS REPORT IF NOT SUBMITTED WITH LANDSCAPE DOCUMENTATION PACKAGE AND DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL REPORT RECOMMENDATIONS.

			ULE	SCHED	GATION	IRRI				ABLE	FICIENCY T	ATER EF	CAPE W	D LANDS	RRIGATE	I
1					TIMES	ES & RUN	LING NOT	SCHEDU						S	CULATION	WATER BUDGET CAL
PIPIN	D PER	BE ADJUSTE		BLISHMENT PER				4							ALLOWANC	MAXIMUM APPLIED WATE
<u> </u>			IDITIONS.	WEATHER CON	ND CURRENT	MENDATIONS A	DER'S RECOM	PLANT PROVI	MAWA TOTAL=		SLA =	LA =	LOCAL ETo=	45)xSLA))	A)+((1.0-0.	MAWA=(ETo)(0.62)((0.45x
	GRAMMING.	ROLLER PROC	SE FOR CONT	RVES AS A BAS	SCHEDULE SEF	ENTS. THIS S	NT REQUIREM] AVERAGE PLA	5,103,844 GAL.		148,530	150,466	55.1			
	(L) MAY KEQUIR	JSIMENIS ANL	T IN ETo ADJU		LE FREQUENCY		4							USE	ESTIMATED TOTAL WATER
$\left[\right] = \left[\right]_{-}$		YCLES.	S ON SOAK C	UN ALL ZONES	IGURED TO R	HALL BE CONF	ONTROLLER S	IRRIGATION C	ETWU TOTAL=		SLA =	LA =	PF =	LOCAL ETo=)/IE)+SLA)	ETWU=(ETo)(0.62)(((PFxH
] 	(TD)	TIMES/ DAY	WEEK (DW) &	MIN), DAYS/ W	UTES/ DAY (I	SHOWN IN MIN	-TIMES ARE	STATION RUN	5,102,193 GAL.		150,574	152,510	SEE BELOW	55.1		
	\LL	FA	MER	SUMI	ING	SPR	TER	WIN						l .	N TABLE	HYDROZONE INFORMATIO
PRESSURE LO	POST-EST.	PRE-EST.	POST-EST.	PRE-EST.	POST-EST.	PRE-EST.	POST-EST.	PRE-EST.	ESTIMATED TOTAL WATER USE (ETWU)	ETAF X AREA	LANDSCAPE AREA (SF)	ETAF (PF/IE)	IRRIGATION EFFICIENCY (IE)	IRRIGATION METHOD	PLANT FACTOR (PF)	HYDROZONE TAG
STATIC WATER PRESSURE	1													1		LANDSCAPE AREAS
MAX. DYNAMIC FLOW PROPOSED OPERATING PRES	8 MIN/1 DW	4 MIN/2 DW	19 MIN/1 DW	10 MIN/2 DW	15 MIN/1 DW	8 MIN/2 DW	4 MIN/1 DW	2 MIN/2 DW	9,849 GAL	288	961	0.30	0.81	RWS	0.24	VALVES 18, 24 (TREE/RWS/LOW)
COMPONENT ELEVATION CHANGE	17 MIN/1 DW	8 MIN/2 DW	40 MIN/1 DW	20 MIN/2 DW	32 MIN/1 DW	16 MIN/2 DW	8 MIN/1 DW	4 MIN/2 DW	16,090 GAL	471	763	0.62	0.81	RWS	0.50	VALVE 9 (TREE/RWS/MODERATE)
WATER METER BACKFLOW PREVENTION DEVI	2 MIN/2 DW	1 MIN/4 DW	5 MIN/2 DW	3 MIN/4 DW	4 MIN/2 DW	2 MIN/4 DW	1 MIN/2 DW	1 MIN/4 DW	2,173 GAL	64	212	0.30	0.81	BUBBLER	0.24	VALVE 23 (SHRUB/BUBBLER/LOW)
MASTER VALVE GATE/BALL VALVE	1								TOTAL = 28,111 GAL.	TOTAL= 823	TOTAL AREA= 1,936 SF			I		
REMOTE CONTROL VALVE															AS	SPECIAL LANDSCAPE ARE
MAIN LINE LATERAL LINE	33 MIN/3	5 MIN/4 TD	79 MIN/3 DW	8 MIN/4 TD	63 MIN/3 DW	7 MIN/4 TD	14 MIN/3 DW	5 MIN/4 TD	1,316,706 GAL	38,543	38,543	1				VALVES 1, 7, 8, 10, 11, 12 13, 19, 22, 25, 26 (TURF/ROTARY/HIGH)
ACTUAL OPERATING PRESSUR	21 MIN/3 DW	5 MIN/4 TD	50 MIN/3 DW	5 MIN/4 TD	40 MIN/3 DW	5 MIN/4 TD	9 MIN/3 DW	5 MIN/4 TD	3,757,376 GAL	109,987	109,987	1				VALVES 2, 3, 4, 5, 6, 14, 15, 16, 17, 20, 21 (TURF/ROTOR/HIGH)
BOOST PRESSURE DEMAND:									TOTAL = 5,074,082 GAL.	TOTAL= 148,530	TOTAL AREA= 148,530 SF					, , , , , , , , , , , , , , , , , , , ,

IRRIGATIO	N LEGEND					
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS	DETAIL
ROTARY						
Ø8)	HUNTER I-25-06-SS-R WITH #8 NOZZLE HUNTER ROTOR, 6 IN. POP-UP, ADJUSTABLE AND FULL CIRCLE, STAINLESS RISER, DRAIN CHECK VALVE, RECLAIMED PURPLE ID COVER, STANDARD NOZZLE.	3	70	9.9	51'	6/L7.0
(13)	HUNTER I-25-06-SS-R WITH #8 NOZZLE HUNTER ROTOR, 6 IN. POP-UP, ADJUSTABLE AND FULL CIRCLE, STAINLESS RISER, DRAIN CHECK VALVE, RECLAIMED PURPLE ID COVER, STANDARD NOZZLE.	2	70			6/L7.0
(15)	HUNTER I-25-06-SS-R WITH #15 NOZZLE HUNTER ROTOR, 6 IN. POP UP, ADJUSTABLE AND FULL CIRCLE, STAINLESS STEEL RISER, DRAIN CHECK VALVE, RECLAIMED PURPLE ID COVER, STANDARD NOZZLE.	76	70	15.2	57'	6/L7.0
1000	HUNTER MP1000 PROS-06-PRS40-CV-F-R SHRUB ROTATOR, 6 IN. POP-UP WITH CHECK VALVE, FLOGUARD, PRESSURE REGULATED TO 40 PSI, NON-POTABLE PURPLE CAP, MP ROTATOR NOZZLE.	17	40	VARIES	8'-15'	7/L7.0
2000	HUNTER MP2000 PROS-06-PRS40-CV-F-R SHRUB ROTATOR, 6 IN. POP-UP WITH CHECK VALVE, FLOGUARD, PRESSURE REGULATED TO 40 PSI, NON-POTABLE PURPLE CAP, MP ROTATOR NOZZLE.	190	40	VARIES	13'-21'	7/L7.0
3000	HUNTER MP3000 PROS-06-PRS40-CV-F-R SHRUB ROTATOR, 6 IN. POP-UP WITH CHECK VALVE, FLOGUARD, PRESSURE REGULATED TO 40 PSI, NON-POTABLE PURPLE CAP, MP ROTATOR NOZZLE.	18	40	VARIES	22'-30'	7/L7.0
DRIP COMPONENTS	S		_	_		,
©	RAIN BIRD RWS-M-B-C-1401 W/RWS-GRATE-P & RWS-SOCK ROOT WATERING SYSTEM WITH RWS-SOCK (2/TREE)	122	20	.25/EA		5/L7.0
0	RAIN BIRD 1401 W/SR050 BUBBLER FILTER SCREEN PRESSURE COMPENSATING THREADED BUBBLERS	10	30	.25/EA		L-8/L7.0
IRRIGATION EQUIP	MENT					
	HUNTER ICZ-101-25-LF-R. DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE W/ 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 0.5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID.	1				4/L7.0 & 8/L7.0
•	HUNTER ICV-G-FS-R. 1", 1-1/2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH FILTER SENTRY MECHANISM. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID.	25				L-6/L7.1 & 8/L7.0
	RAIN BIRD 33-DLRC QUICK COUPLER VALVE, NON-POTABLE. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID.	10				L-7/L7.1 & 8/L7.0
*	NIBCO F619-RWS-SON DUCTILE IRON GATE SHUT OFF VALVE WITH NUT DRIVE HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID.	3				3/L7.0 & 8/L7.0
(FS)	FSI-S30-001 FLOW SENSOR 3" 3" CREATIVE SENSOR TECHNOLOGY SADDLE TYPE FLOW SENSOR. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID.	1				2/L7.0 & 8/L7.0
(MV)	BUCKNER SUPERIOR 3200-300-RW 3" NORMALLY CLOSED MASTER VALVE. INSTALL IN VALVE BOX WITH PURPLE LOCKING LID. RAIN BIRD BOOSTER PUMP	1				1/L7.0 & 8/L7.0
P	MODEL # H1L010N0A00006SDNO, 10HP HORIZONTAL END SUCTION BOOSTER PUMP WITH 230V/1PH/60HZ, IN A MARINE GRADE ALUMINUM ENCLOSURE	1				_
BF1)	FEBCO LF860-NRS 3" REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY W/ WEATHER BLANKET	1				W-12/L7.1
BF2	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER W/ WEATHER BLANKET (FOR DRINKING FOUNTAIN)	1				L-16/L7.1
W1	WATER METER 3" (NON-POTABLE) / INSTALL PER CITY OF TURLOCK STANDARD DETAILS	1				W-12/L7.1
W2	WATER METER 1" / INSTALL PER CITY OF TURLOCK STANDARD DETAILS	1				W-9/L7.1
CS	HUNTER ACC2 CONTROLLER CONVENTIONAL WIRE COMMERCIAL CONTROLLER. A2C-1200-SBKIT W/ 3 A2M-600 EXPANSION MODULES, WSS-SEN: WIRELESS SOLAR SYNC SENSOR, ROAMXL-KIT: RADIO REMOTE. INSTALL IN STAINLESS STEEL FLIP-TOP ENCLOSURE, SB-16SS, WITH SURGE PROTECTOR.	1				10/L7.0 & L-3/L7.1
PIPING						
	IRRIGATION LATERAL LINE: PVC CLASS 200 PW-PURPLE IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE.	9,548 L.F.				L-12/L7.0
	IRRIGATION MAINLINE: 4" PVC SCHEDULE 40 PW-PURPLE IRRIGATION PIPE. ALL MAINLINE FITTINGS SHALL BE SCH 80 PVC.	1,520 L.F.				L-12/L7.0
	IRRIGATION MAINLINE: 1" PVC SCHEDULE 40 (FOR DRINKING FOUNTAIN) PVC SCHEDULE 40 IRRIGATION PIPE. ALL MAINLINE FITTINGS SHALL BE SCH 80 PVC.	426 L.F.				L-12/L7.0
1FS1FS	PIPE SLEEVE: PVC SCHEDULE 40 1" PVC SCHEDULE 40 ELECTRICAL CONDUIT FOR FLOW SENSORS, WITH (1) PAIGE ELECTRIC PE89 COMMUNICATION CABLE	PER PLANS 25 L.F.				L-11/L7.1 2/L7.0

			LLLOTIVIO 1		THO THOM ONDEE	_
ST.	PRESSURE LOSS	CALC	JLATIO	NS	PIPING SCHEDULE	
	STATIC WATER PRESSURE		55	PSI	A SEE SLEEVING NOTES FOR SIZE	
1	MAX. DYNAMIC FLOW		122	GPM	======================================	
	PROPOSED OPERATING PRESSURE		70	PSI	— — — 4" MAINLINE SIZE	
/1	COMPONENT	SIZE	DISTANCE	PSI LOSS	1" MAINLINE SIZE	
ı	ELEVATION CHANGE	+/-	N/A	0.0 PSI	→ → 1" MAINLINE SIZE	
2	WATER METER	3"	N/A	3.5 PSI		
_	BACKFLOW PREVENTION DEVICE	3"	N/A	12.0 PSI	1" LATERAL SIZE	
	MASTER VALVE	3"	N/A	4.0 PSI		
	GATE/BALL VALVE	4"	N/A	1.5 PSI	1-1/4" LATERAL SIZE	
	REMOTE CONTROL VALVE	3"	N/A	1.8 PSI	1-1/2" LATERAL SIZE	
,	MAIN LINE	4"	951 L.F.	7.0 PSI	——————————————————————————————————————	
′ 3	LATERAL LINE	2"	148	0.4 PSI		
	TOTAL PSI LOSS:	·	·	30.2 PSI	2-1/2" LATERAL SIZE	
/3	ACTUAL OPERATING PRESSURE:			24.8 PSI	X 3" LATERAL SIZE	

45.2 PSI

LATERAL SIZE

BID SUBMITTAL

VALVE CALLOUT

-VALVE NUMBER √ Ø.ØØ GPM Ø.ØØ APPLICATION RATE (IN/H) RWS-ROTOR-BUBBLER-SPRAY - VALVE SIZE

I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE IRRIGATION PLANS.







LANDSCAPE IMPROVEMEN IRRIGATION LEGEND AND 07/25/2025 DRAFTER: YC/TL

T PLANS NOTES

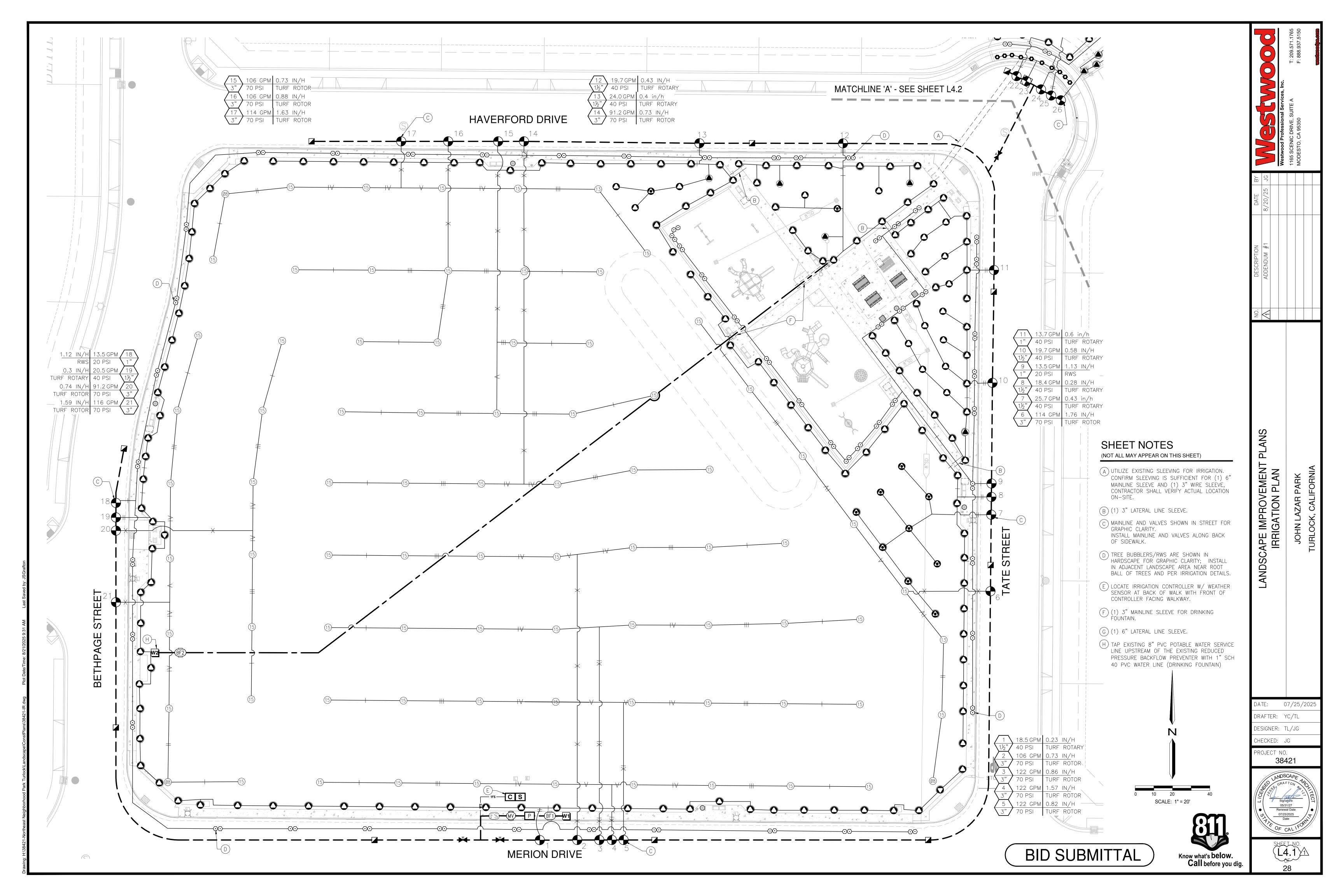
LAZAR PARK

DESIGNER: TL/JG CHECKED: JG

38421







- 1. ANY AND ALL PORTIONS OF THIS WORK SHALL BE CONSTRUCTED IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AS SET FORTH BY LOCAL MUNICIPALITIES, STATE AND NATIONAL AGENCIES. IN THE EVENT THERE IS A CONFLICT WITH THESE PLANS AND THE AGENCIES STATED ABOVE, THE GOVERNING BODY'S REGULATIONS SHALL PREVAIL.
- 2. PRIOR TO BIDDING AND COMMENCEMENT OF SITE WORK, THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND EXAMINE CONDITIONS OF THE PROJECT SITE, VERIFYING LOCATIONS OF ALL EXISTING UTILITIES. STRUCTURES AND SERVICES. LOCATIONS OF ITEMS SHOWN ON THESE PLANS ARE ONLY APPROXIMATIONS. ANY DISCREPANCIES DISCOVERED SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT. FAILURE TO REPORT DISCREPANCIES TO THE LANDSCAPE ARCHITECT BEFORE COMMENCEMENT OF SITE WORK IMPLIES ACCEPTANCE OF SITE CONDITIONS AND COSTS ASSOCIATED WITH CORRECTING PLANTING RELATED INSTALLATIONS.
- 3. CONTRACTOR SHALL PURCHASE AND PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THE LANDSCAPE WORK (I.E. TREE PLANTING, SHRUB PLANTING, ETC.) AS SHOWN ON THE DRAWINGS AND AS SPECIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THESE ITEMS UNTIL THE PROJECT IS COMPLETED.
- 4. ALL SCALED DIMENSIONS ARE APPROXIMATE. PRIOR TO PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES AND SHALL IMMEDIATELY INFORM THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN THE INFORMATION. NUMBERS PROVIDED ON THIS PLAN ARE FOR REFERENCE ONLY. THE NUMBER OF SYMBOLS SHOWN ON THE PLANS SHALL HAVE PRIORITY OVER THE NUMBERS GIVEN.

SOIL PREPARATION

DRAINAGE

- THE LANDSCAPE CONTRACTOR SHALL INSPECT THE PLANTER AREAS FOR EXTREME COMPACTION PARTICULARLY AROUND CONSTRUCTION AREAS. CONTRACTOR SHALL PROVIDE MEANS FOR RIPPING TO A DEPTH OF TWELVE INCHES (12") ALL COMPACTED AREAS TO INSURE PROPER ROOT GROWTH OF NEW PLANTINGS.
- 2. CULTIVATE TOP SIX INCHES (6") OF SOIL IN ALL AREAS.
- 3. NO SOIL SHALL BE HANDLED OR WORKED WHEN IN A MUDDY CONDITION.
- 4. FINISH GRADE SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE BEFORE ANY PLANTING BEGINS. 5. AN EVEN FINISHED GRADE WITH NO RIDGES OR DEPRESSIONS SHALL BE CAREFULLY MAINTAINED
- 6. SHRUB AREAS SHALL BE FINE GRADED TO WITHIN TWO INCH (2") BELOW ADJACENT SURFACES.

DURING OPERATIONS TO ENSURE PROPER SURFACE

- 7. LAWN AREAS SHALL BE FINE GRADED TO WITHIN ONE INCH(1") BELOW ADJACENT SURFACES.
- 8. CONTRACTOR SHALL PERFORM SOILS ANALYSIS AND OBTAIN AMENDMENT RECOMMENDATIONS FROM SOIL LABORATORY PRIOR TO BEGINNING WORK AND AFTER BACKFILL SOIL HAS BEEN PLACED. CONTRACTOR SHALL AMEND SOILS PER MOST RECENT RECOMMENDATIONS. FOR BID PURPOSES ONLY, THE FOLLOWING MINIMUM AMENDMENTS SHALL B INCORPORATED INTO ALL PLANTED AREAS AND TILLED INTO THE SOIL TO A DEPTH OF SIX TO TWELVE INCHES (6"-12"):
 - -6-20-20 FERTILIZER AT 25 LBS PER 1,000 SF. -SOIL SULFUR AT 25 LBS PER 1,000 SF. -ORGANIC AMENDMENT AT 4 CUBIC YARDS PER 1.000 SF.
- -BACKFILL MIX, 1/3 NATIVE SOIL, MIXED WITH 2/3 SOIL AMENDMENT.

HYDROSEEDING FIBER MULCH, BINDER, FERTILIZER & MIX

- 1. PROVIDE HYDROMULCH COMPOSED OF WOOD CELLULOSE FIBER AND CONTAINING NO GERMINATIONS OR GROWTH-INHIBITING FACTORS. ENSURE A CONSISTENT TEXTURE WHICH DISPERSES EVENLY AND REMAINS SUSPENDED IN AGITATED WATER. PROVIDE WITH A TEMPORARY GREEN DYE.
- 2. PROVIDE ORGANIC BINDER SEEDING ADDITIVE OR

THE FOLLOWING:

3. USE A BALANCED 15-15-15 BALANCED FERTILIZER. 4. INCORPORATE SEED UNIFORMLY IN HYDROMULCH AT THE SPECIFIED RATES PER ACRE. SEED SHALL BE OF THE LATEST CROP, LABELED IN ACCORDANCE WITH THE CALIFORNIA FOOD AND AGRICULTURE CODE. SUBSTITUTIONS OF THE SEED MIX ARE PERMISSIBLE ONLY WITH PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT/CITY. THE SEED MIX SHALL CONSIST OF

-TURF TYPE: BOLERO PLUS: MIX PER DISTRIBUTOR. AVAILABLE THROUGH DELTA GROWERS, P (209)469-7979.

HYDROSEEDING PROCEDURE

- 1. LAWN HYDROSEEDING SHALL BE ALLOWED ONLY DURING APPROPRIATE WEATHER CONDITIONS TO ASSURE GERMINATION.
- 2. SLURRY MIXTURE WHICH HAS NOT BEEN APPLIED WITHIN FOUR (4) HOURS OF MIXING SHALL NOT BE USED AND SHALL BE REMOVED FROM THE SITE. 3. AFTER APPLICATION, THE CONTRACTOR SHALL NOT
- OPERATE ANY EQUIPMENT OVER THE COVERED AREA. 4. APPLY IN A SLURRY FORM CONSISTING OF CELLULOSE FIBER, SEED, CHEMICAL ADDITIVES, COMMERCIAL FERTILIZER, AND WATER. WHEN HYDRAULICALLY SPRAYED ON SOIL, ENSURE THAT HYDROMULCH FORMS A BLOTTER-LIKE GROUNDCOVER IMPREGNATED UNIFORMLY WITH SEED AND FERTILIZER THAT ALLOWS THE ABSORPTION OF MOISTURE AND RAINFALL TO PERCOLATE TO THE UNDERLYING SOIL. 5. HYDRAULIC EQUIPMENT USED FOR THE APPLICATION
- OF SLURRY SHALL BE A COMMERCIAL TYPE HYDRO-SEEDER AND HAVE A BUILT-IN AGITATION SYSTEM WITH AN OPERATING CAPACITY SUFFICIENT TO AGITATE, SUSPEND, AND HOMOGENEOUSLY MIX SLURRY. DISTRIBUTION LINES SHALL BE LARGE ENOUGH TO PROVIDE EVEN DISTRIBUTION OF THE SLURRY OVER THE GROUND. THE SLURRY TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS AND SHALL BE MOUNTED ON A TRAVELING UNIT WHICH WILL PLACE THE SLURRY TANK AND SPRAY NOZZLES WITHIN SUFFICIENT PROXIMITY TO THE AREAS TO BE SEEDED SO AS TO PROVIDE UNIFORM DISTRIBUTION WITHOUT
- 6. SPRAY WITH A UNIFORM VISIBLE COAT BY USING THE GREEN COLOR OF THE MULCH AS A GUIDE. APPLY THE SLURRY IN A SWEEPING MOTION, IN AN ARCHED STREAM SO AS TO FALL LIKE RAIN, ALLOWING THE WOOD FIBERS TO BUILD ON EACH OTHER UNTIL A GOOD COAT IS ACHIEVED AND THE MATERIAL IS SPREAD AT REQUIRED RATES.
- STRUCTURES, PLANTS, ARCHITECTURAL FEATURES, SITE AMENITIES AND STREETS. 8. MIX SLURRY COMPONENTS PER MANUFACTURER

7. CLEAN UP SPILLED SLURRY ON SIDEWALKS, CONCRETE

RECOMMENDATIONS PER ACRE.

1. SUBSTITUTIONS WILL NOT BE PERMITTED UNLESS

- APPROVED BY THE OWNER. 2. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM NOXIOUS WEEDS, PLANT DISEASE, INSECT PESTS, OR THEIR EGGS, AND SHALL HAVE HEALTHY, NORMAL ROOT SYSTEMS AND COMPLY WITH ALL STATE AND
- LOCAL REGULATIONS. 3. PLANTS SHALL NOT BE PRUNED PRIOR TO DELIVERY EXCEPT AS AUTHORIZED BY THE OWNER'S REPRESENTATIVE. DO NOT "TOP" TREES.
- 4. ALL PLANT MATERIAL WILL BE REVIEWED AND APPROVED BY THE CITY OF TURLOCK PRIOR TO PLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY REJECTED MATERIAL AT THEIR COST.
- 5. CONTRACTOR SHALL PROVIDE PLANT MATERIAL DELIVERY TO JOB SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE, CARE, INSTALLATION, AND GUARANTEE FROM TIME OF DELIVERY. DO NOT STORE PLANT MATERIAL ON CONCRETE OR ASPHALT SURFACES.

- 1. PRIOR TO HYDRO-SEEDING THE CONTRACTOR SHALL SPRAY A POST EMERGENT HERBICIDE TO KILL EXISTING WEEDS. ALLOW ONE (1) WEEK FOR WEEDS TO
- COMPLETELY DIE AND REMOVE FROM SITE. 2. FOLLOWING REMOVAL OF WEEDS, IRRIGATE THE SITE KEEPING SOIL MOIST UNTIL GERMINATION OF THE NEW CROP OF WEEDS IS A MINIMUM OF ONE INCH (1") TALL. REPEAT THE HERBICIDE TREATMENT. AFTER THE SECOND TREATMENT AND AFTER THE REQUIRED WAIT PERIOD (AS SPECIFIED BY HERBICIDE
- MANUFACTURER) SEEDING MAY BE PERFORMED. 3. THE CONTRACTOR SHALL APPLY A BROADLEAF HERBICIDE FORTY-FIVE (45) DAYS AFTER SEEDING BUT NOT BEFORE THE THIRD MOWING. THE HERBICIDE SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED DIRECTIONS.

PLANTING OPERATIONS

- 1. ALL PLANTS SHALL BE PLANTED, STAKED, AND TIED ACCORDING TO THESE PLANS. 2. STAKE TREES AT THE LOWEST POINT WHERE THE TREE
- CAN SUPPORT ITSELF 3. THOROUGHLY WATER TREES, SHRUBS, AND
- GROUNDCOVER IMMEDIATELY AFTER PLANTING. 4. RELOCATION OF TREES: IN THE EVENT THAT UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN EXCAVATION OF THE TREE HOLES, ALTERNATE LOCATIONS WILL BE SELECTED BY THE OWNER'S REPRESENTATIVE.
- 5. ALL TREES SHALL BE PRUNED TO REMOVE BROKEN AND DAMAGED LIMBS AND BRANCHES. NO OTHER PRUNING IS APPROVED.
- 6. ROOT BARRIERS SHALL BE REQUIRED FOR ALL TREES PLANTED WITHIN 10' OF A PAVED SURFACE. SEE
- DETAIL 3 ON SHEET L8 O FOR MORE INFORMATION.
 3" TOPDRESSING OF DECOMPOSED GRANITE (GOLD) MULCH AVAILABLE FROM LOCAL SOURCES. TOP OF > MULCH SHALL BE INSTALLED 1" BELOW ADJACENT HARDSCAPE EDGE. MULCH SHALL BE INSTALLED AT SHRUB AREA IN PARKWAY STRIP AND AT EACH TREE IN TURF AREAS 3' DIAMETER IN SIZE. WASH EXCESS MULCH OFF LEAVES AND DO NOT ENGULF STEMS OF
- PLANTS AND GROUNDCOVER. PLANTER PACKETS PLACED IN ALL PLANTING PITS PER

PLANT ESTABLISHMENT AND MAINTENANCE PERIODS

- 1. THE LANDSCAPE CONTRACTOR SHALL PROVIDE AN ESTABLISHMENT PERIOD OF NINETY (90) DAYS COMMENCING AT COMPLETION OF PLANT MATERIAL INSTALLATION. ESTABLISHMENT PERIOD SHALL ACHIEVE A 90% STAND/COVERAGE OF TURF/LAWN.
- 2. APPROXIMATELY 30 DAYS AFTER INITIAL PLANTING, APPLY A BALANCED FERTILIZER TO TURF AND SHRUB AREAS PER MANUFACTURER'S RECOMMENDED RATES.
- 3. FOLLOWING PROJECT ACCEPTANCE (TURF/LAWN SHALL ACHIEVE A 90% STAND/COVERAGE), THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE INSTALLATION FOR NINETY (90) DAYS INCLUDING MOWING AND MAINTENANCE OF SHRUBS, TREES, FERTILIZATION. REMOVING CLIPPINGS FROM SITE, EDGING, AND THE CONTROL OF WEEDS. ADJUSTMENTS TO THE IRRIGATION SYSTEM FOR TIME AND DURATION OF FLOWS AND REPLACEMENT AND ADJUSTMENTS TO HEADS AND EMITTERS ARE ALSO REQUIRED.
- 4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR DISEASE AND PEST CONTROL DURING THE ESTABLISHMENT AND MAINTENANCE PERIODS.

<u>ACCEPTANCE</u>

- 1. COMPLETED WORK SHALL BE REVIEWED AND OBSERVED BY OWNER. ANY MODIFICATIONS REQUIRED TO MEET THE STANDARDS AS SET FORTH IN THESE LANDSCAPE DOCUMENTS WILL BE SUBMITTED TO THE LANDSCAPE CONTRACTOR AND CORRECTED AT THE LANDSCAPE CONTRACTOR'S EXPENSE. CORRECTED ITEMS MUST BE APPROVED BY THE CITY OF TURLOCK.
- 2. UPON FINAL ACCEPTANCE, LANDSCAPE CONTRACTOR SHALL INSTRUCT MAINTENANCE PERSONNEL AS TO THE OPERATION AND MAINTENANCE OF ALL LANDSCAPING.

<u>GUARANTEE</u>

1. TURF/LAWN CONTRACTOR SHALL GUARANTEE COMPLETE COVERAGE OF THE AREA TO BE HYDROSEEDED. 2. ALL TREES AND SHRUBS SHALL BE GUARANTEED BY

THE LANDSCAPE CONTRACTOR TO LIVE AND GROW IN A HEALTHY UPRIGHT POSITION FOR A PERIOD OF ONE YEAR. REPLACEMENT MATERIAL WILL BE AT THE LANDSCAPE CONTRACTOR'S EXPENSE EXCEPT I VANDALIZED OR STOLEN.

WATER CONSERVATION STATEMENT

- 1. I HAVE COMPLIED WITH THE CRITERIA OF THE (STATE/CITY WATER CONSERVATION) ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.
- 2. CHANGES TO THE APPROVED PLANS OR FIELD SUBSTITUTIONS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT AND THE CITY OF TURLOCK. IF THE OWNER/CONTRACTOR DEVIATES FROM THE APPROVED PLAN WITHOUT PRIOR WRITTEN APPROVAL THEY WILL BE REQUIRED TO MAKE ANY CORRECTIONS, AT THEIR OWN EXPENSE, TO BRING THE LANDSCAPE AND IRRIGATION INTO COMPLIANCE WITH THE APPROVED PLANS AND THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.

- 1. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL SUPPLY A "CERTIFICATE OF COMPLETION" DOCUMENT. THE DOCUMENT SHALL
- A. PROJECT INFORMATION SHEET THAT CONTAINS: DATE
- 2. PROJECT NAME 3. PROJECT APPLICANT NAME, TELEPHONE NUMBER,
- AND MAILING ADDRESS. 4. PROJECT ADDRESS
- 5. PROPERTY OWNER NAME, TELEPHONE NUMBER AND MAILING ADDRESS.
- B. CERTIFICATION BY THE LICENSED LANDSCAPE CONTRACTOR THAT THE LANDSCAPE PROJECT HAS BEEN INSTALLED PER THE APPROVED LANDSCAPE
- DOCUMENTATION PACKAGE. 1. WHERE THERE HAVE BEEN SIGNIFICANT CHANGES MADE IN THE FIELD DURING CONSTRUCTION THESE "AS-BUILT" OR RECORD DRAWINGS SHALL BE
- INCLUDED WITH THE CERTIFICATION. 2. A DIAGRAM OF THE IRRIGATION PLAN SHOWING HYDROZONES SHALL BE KEPT WITH THE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT
- PURPOSES. C. IRRIGATION SCHEDULING PARAMETERS USED TO SET THE CONTROLLER.
- D. LANDSCAPE AND IRRIGATION MAINTENANCE SCHEDULE E. IRRIGATION AUDIT REPORT. F. SOILS ANALYSIS REPORT IF NOT SUBMITTED WITH LANDSCAPE DOCUMENTATION PACKAGE AND

REPORT RECOMMENDATIONS.

DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL

BOTANICAL NAME COMMON NAME APPROX. SPACING WATER USE QTY. REMARKS SYMBOL TREES PLA COL BLOODGOOD LONDON PLANE TREE 15 GAL PER PLAN MODERATE | F&B, FGR, MATCH, SL |PLATANUS ACERIFOLIA 'BLOODGOOD F&B, FGR, WHITE FLW, MATCH, SL 15 GAL PER PLAN LAG NAT LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' NATCHEZ CRAPE MYRTLE KEITH DAVEY CHINESE PISTACHE PIS KEI PISTACIA CHINENSIS 'KEITH DAVEY' 15 GAL PER PLAN LOW | F&B, FGR, MATCH, SL SHRUBS \odot DIETES VEGETA AFRICAN IRIS 1 GAL 36" O.C. LOW F&B, FGR, WHITE FLW, MATCH 5 GAL 60" O.C. LOW F&B, FGR, WHITE FLW, MATCH RHAPHIOLEPIS UMBELLATA 'MINOR' YEDDA HAWTHORN TURF AVAILABLE FROM LOCAL SOURCES. INSTALL PER 90/10 FESCUE BLEND BOLERO PLUS HYDROSEED HIGH $^{ m)}$ manufacturers recommendations. **MISCELLANEOUS** DEEPROOT OR EQUAL / WWW.DEEPROOT.COM /

PLANT LIST ABBREVIATIONS

── ── ── UB24-2 DEEP ROOT BARRIERS (OR EQUAL)

BR GR BRANCHED TO GROUND

PLANT LEGEND

DV DWARF VARIETY

F&B FULL DENSE, BUSHY, VIGOROUS PLANTS, WITH YOUNG GROWTH

CLOSELY SPACED ON BRANCHES

FGR FREE OF GIRDLING ROOTS FLW FLOWER

GAL GALLON CAN HI BR HIGH BRANCHED LO BR LOW BRANCHED

MATCH MATCHED SIZE, FORM, CALIPER, BRANCHING AND CULTIVAR. SELECT FROM ONE LOT, ONE GROWER, FOR GUARANTEED CONSISTENCY THROUGH LIFE OF PLANTS. IN GENERAL PLANTS WITHIN A GROUP OR AREA ARE TO BE MATCHED, UNLESS NOTED OTHERWISE

MULTI MULTI STEMMED SL SINGLE, STRAIGHT, DOMINANT LEADER TRI SP TRIANGULARLY SPACED

TTW TRAIN TO WALL

VAR VARIEGATED SPECIES

WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE PLANTING PLANS.

HAVE COMPLIED WITH THE CRITERIA OF THE MODEL

07/25/2025

E IMPROVEMENT LAZAR ₹ 8 LANDSCAPE | PLANTING |

P: (800) 458-7668 / SEE DETAIL L-2 & 3/L8.0

209 888

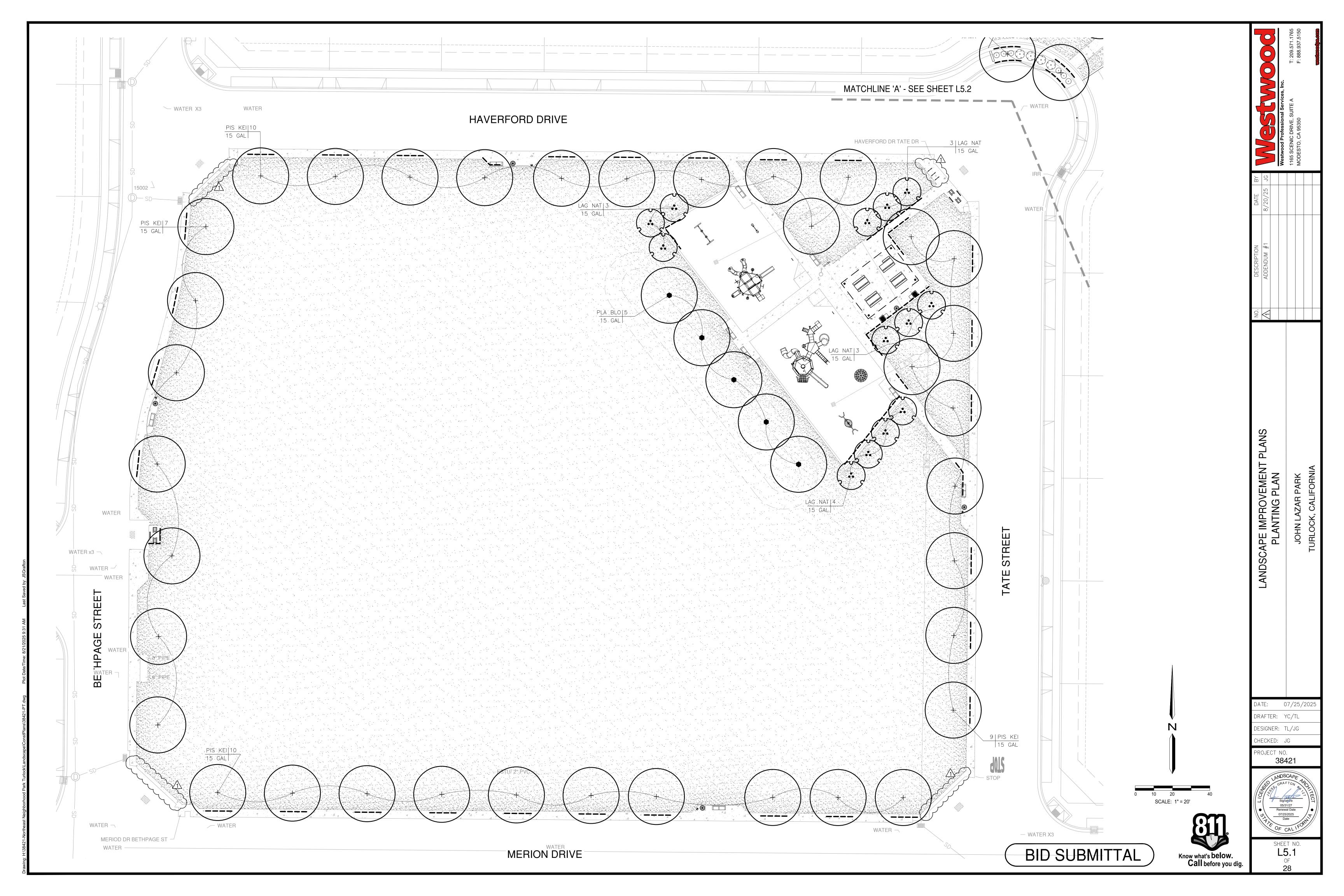
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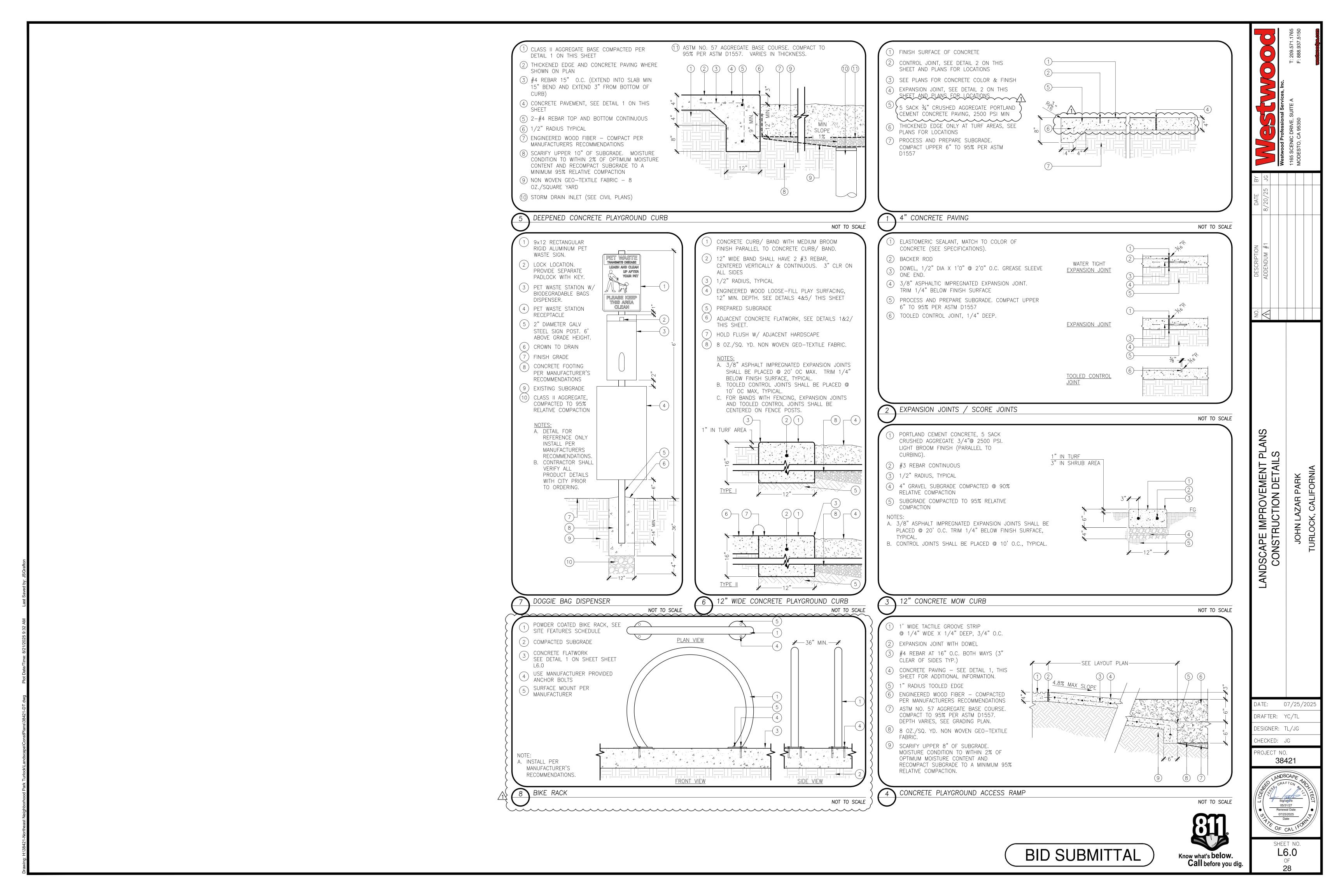
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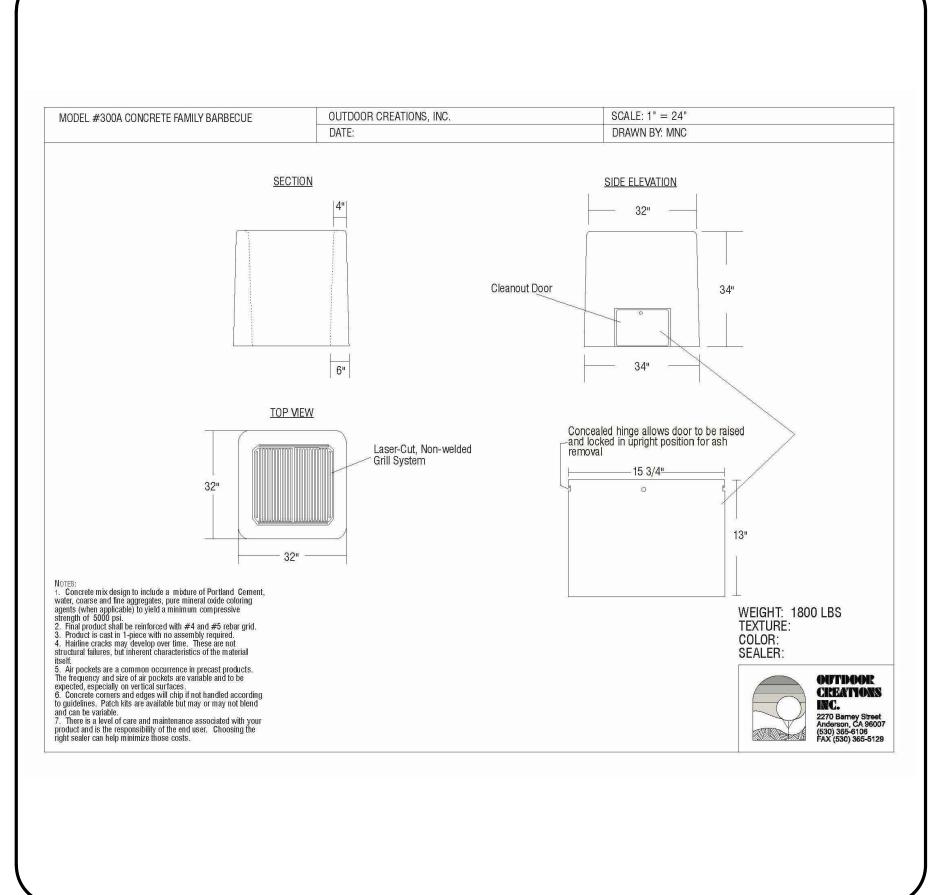


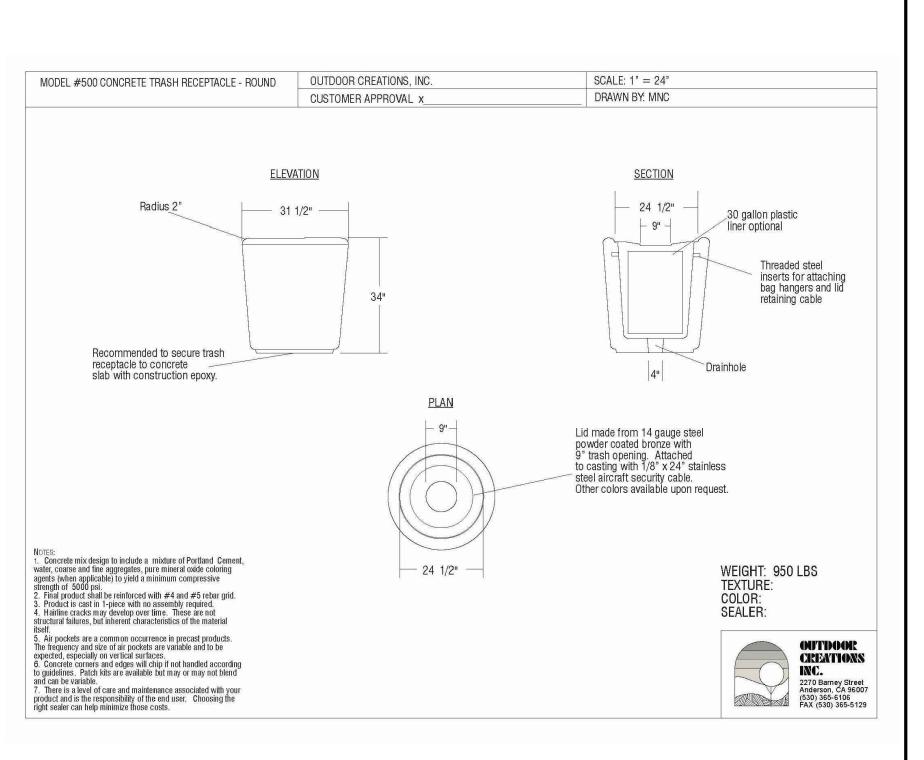
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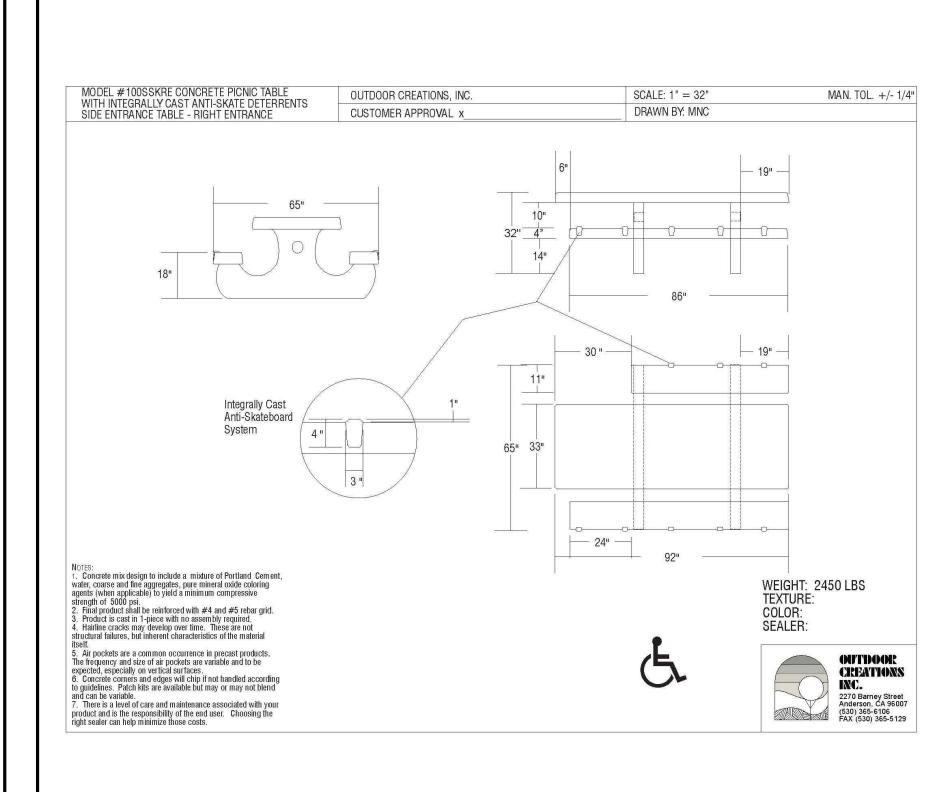
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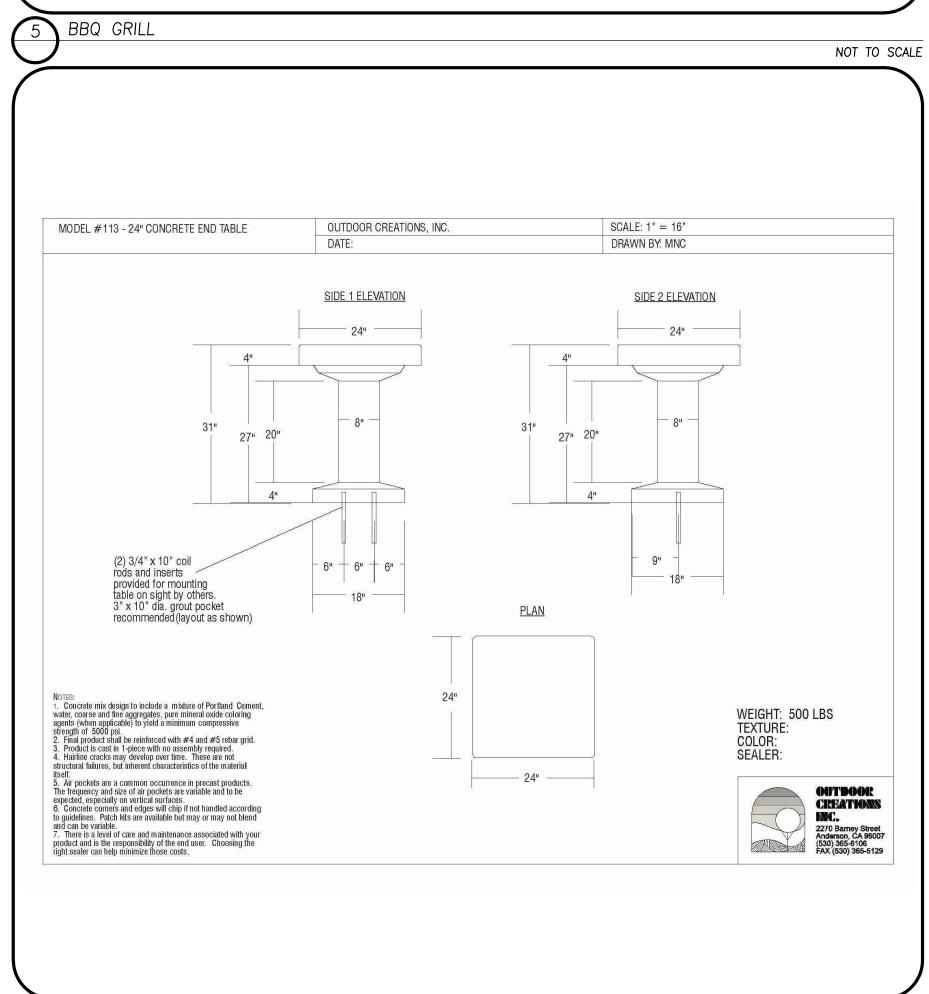






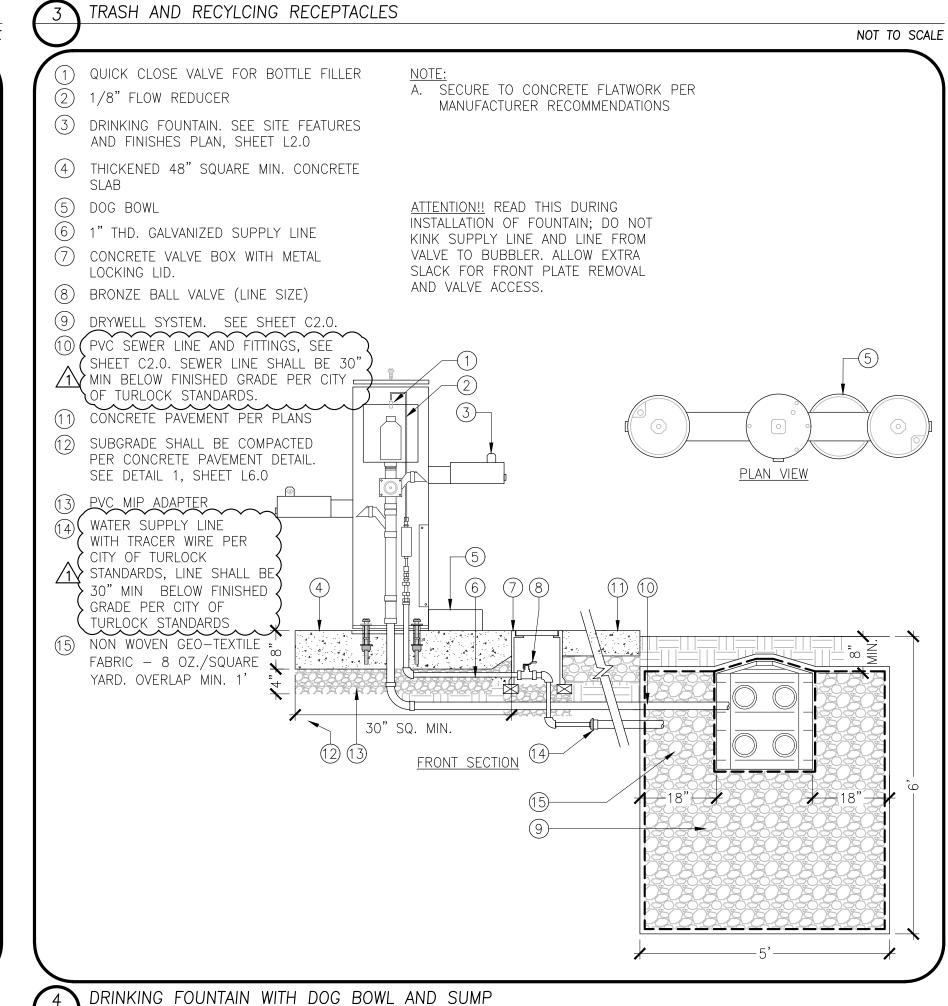


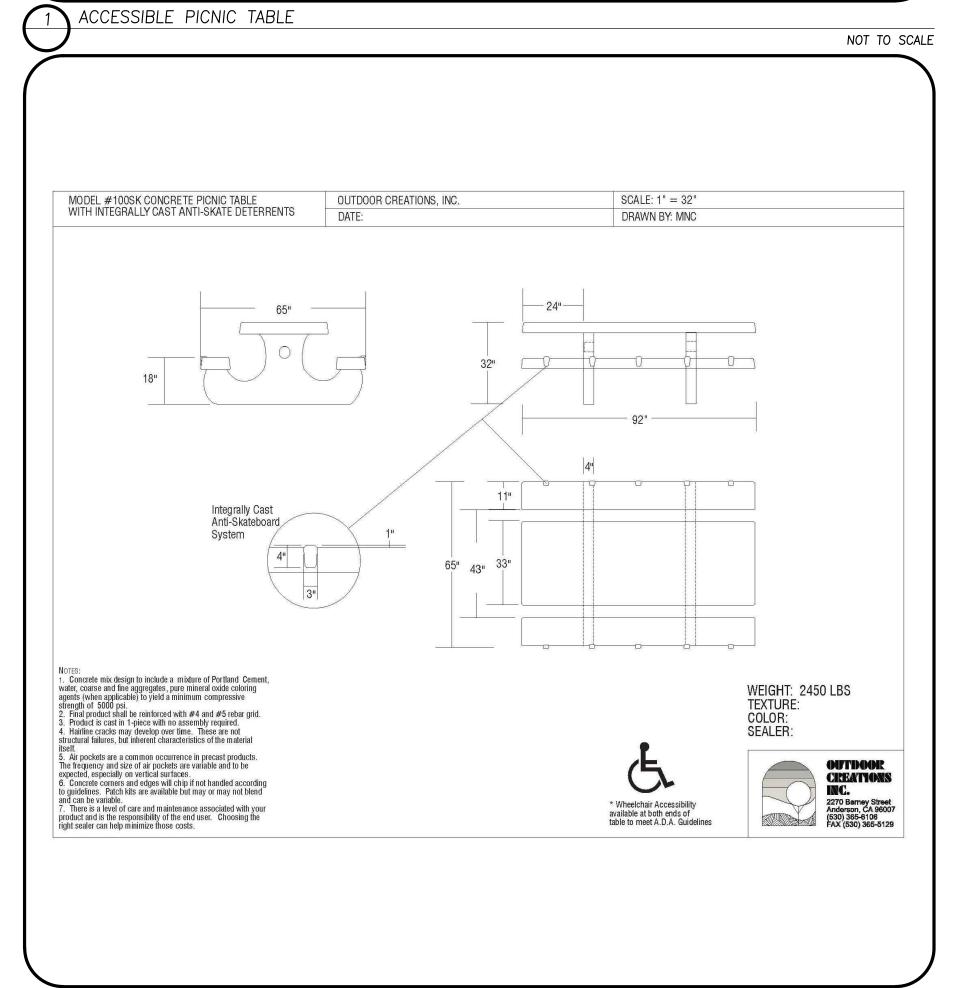




NOT TO SCALE

SERVICE TABLE







LANDSCAPE IMPROVEMENT CONSTRUCTION DETA JOHN LAZAR PARK TURLOCK, CALIFORNIA 07/25/2025 DRAFTER: YC/TL

> CHECKED: JG 38421

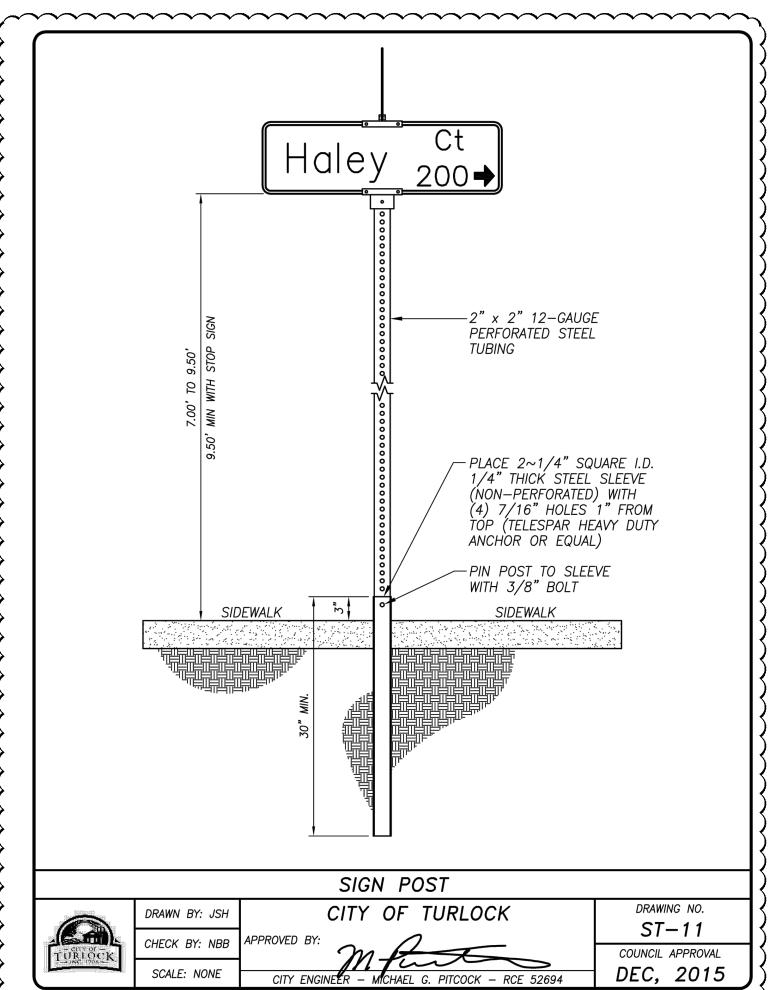
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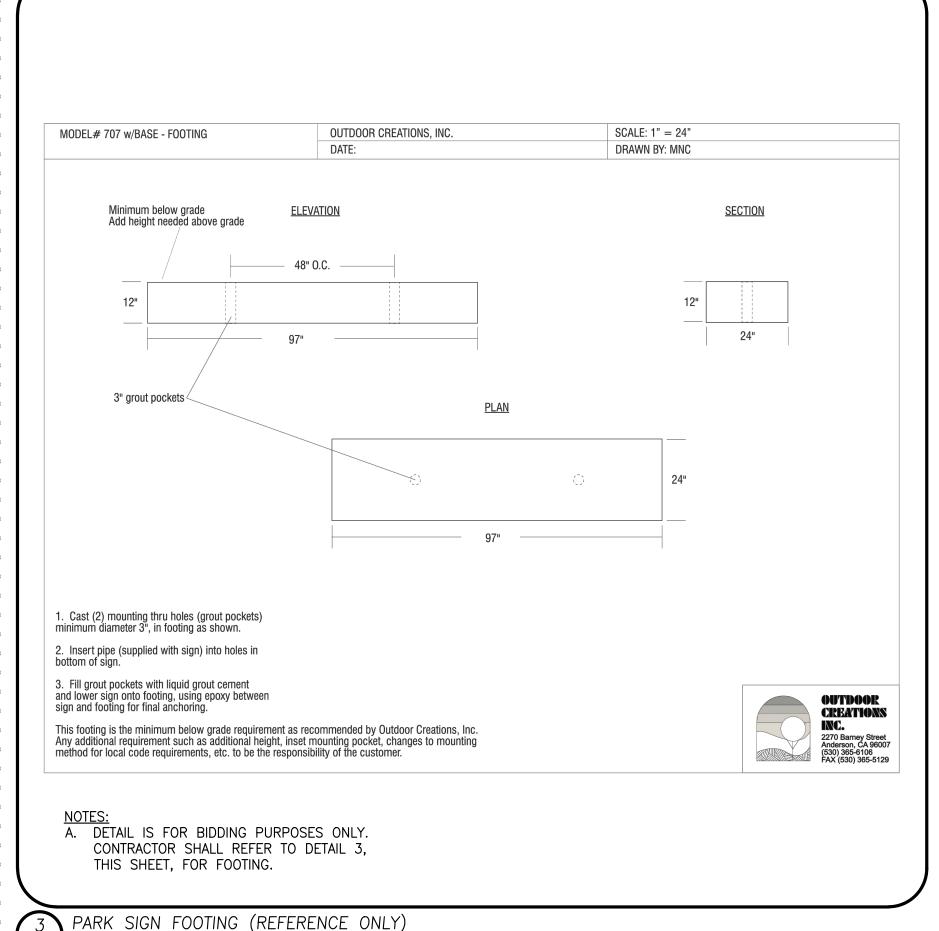


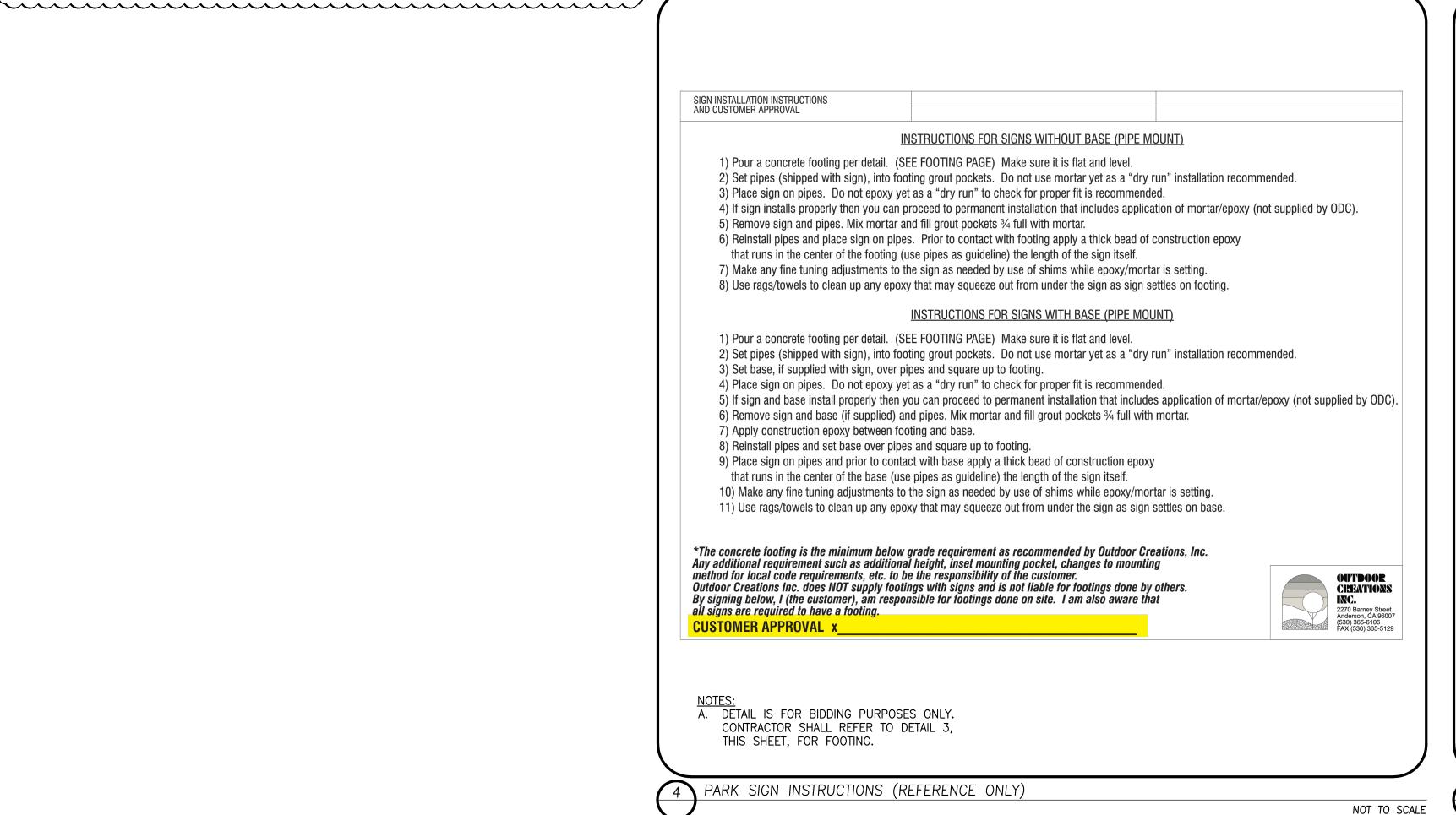
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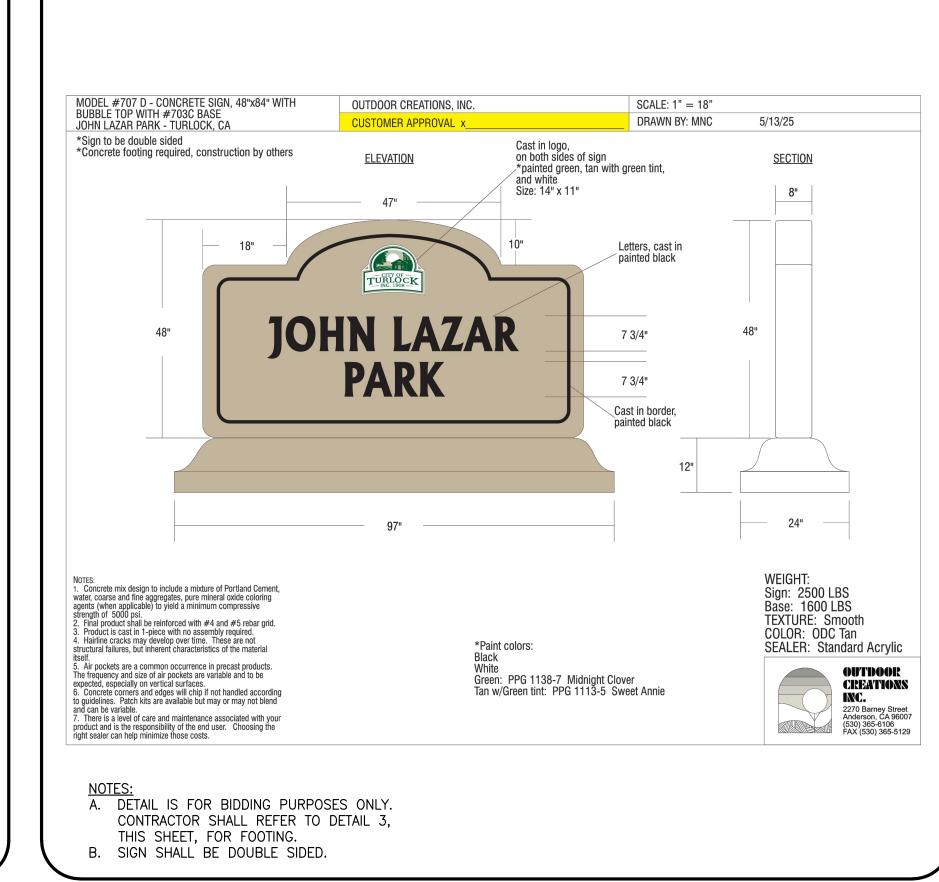
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NOT TO SCALE





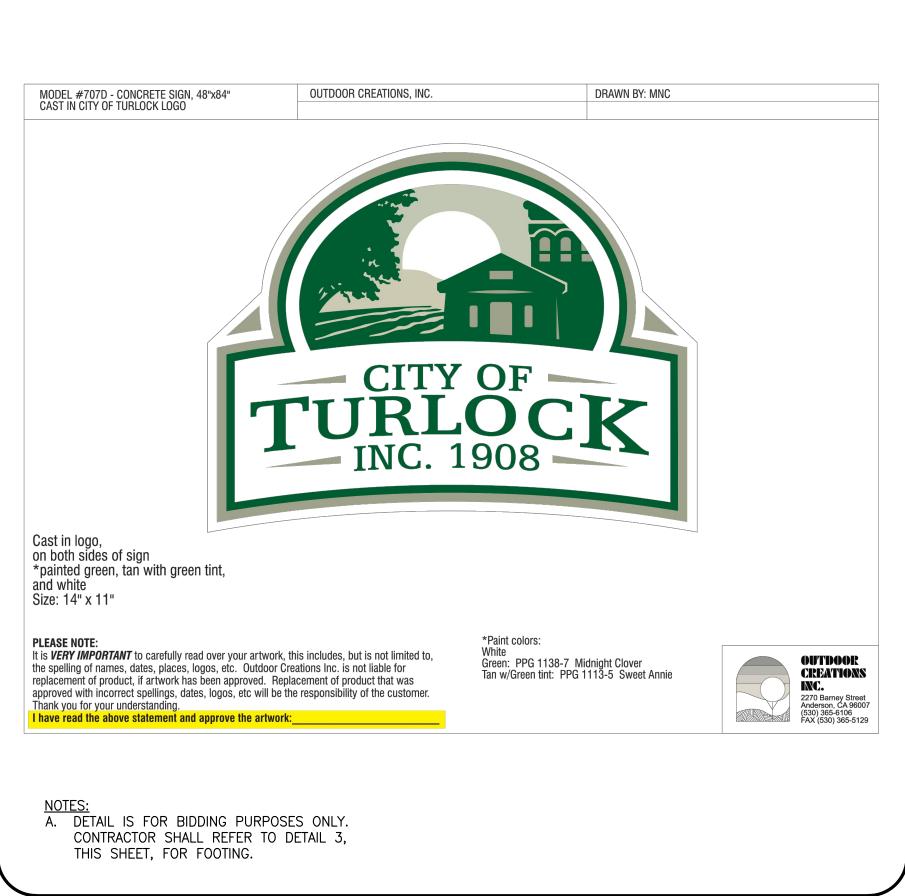




PARK SIGN (REFERENCE ONLY)

PARK SIGN LOGO (REFERENCE ONLY)

NOT TO SCALE



Call before you dig.

NOT TO SCALE

LANDSCAPE IMPROVEMEN CONSTRUCTION DETA

JOHN LAZAR PARK TURLOCK, CALIFORNIA

Know what's below.

BID SUBMITTAL

PROJECT NO. 38421 NOT TO SCALE

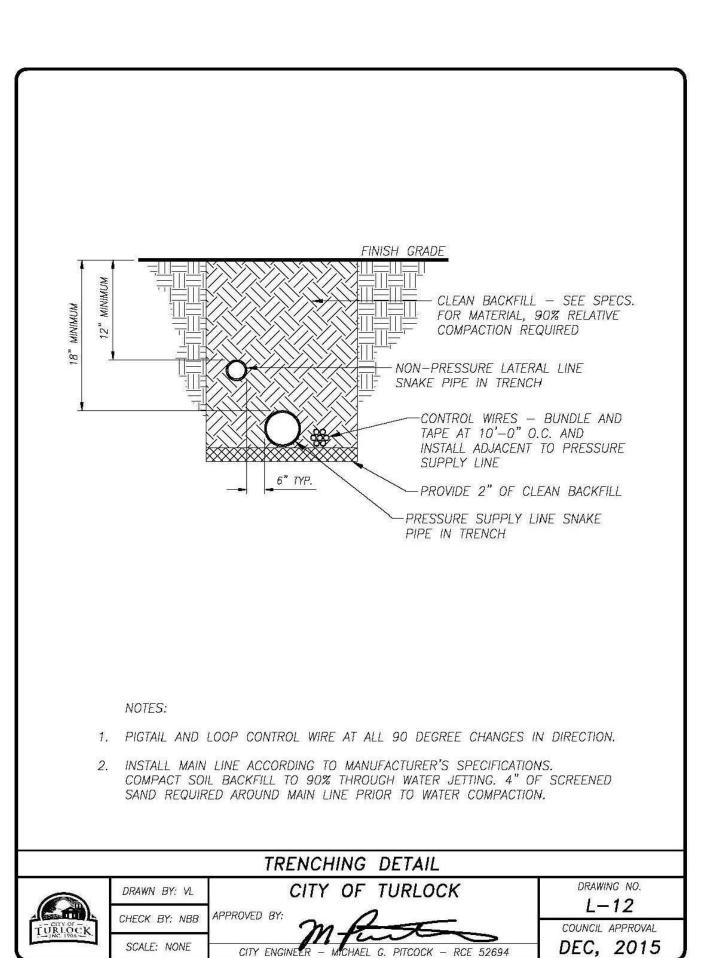
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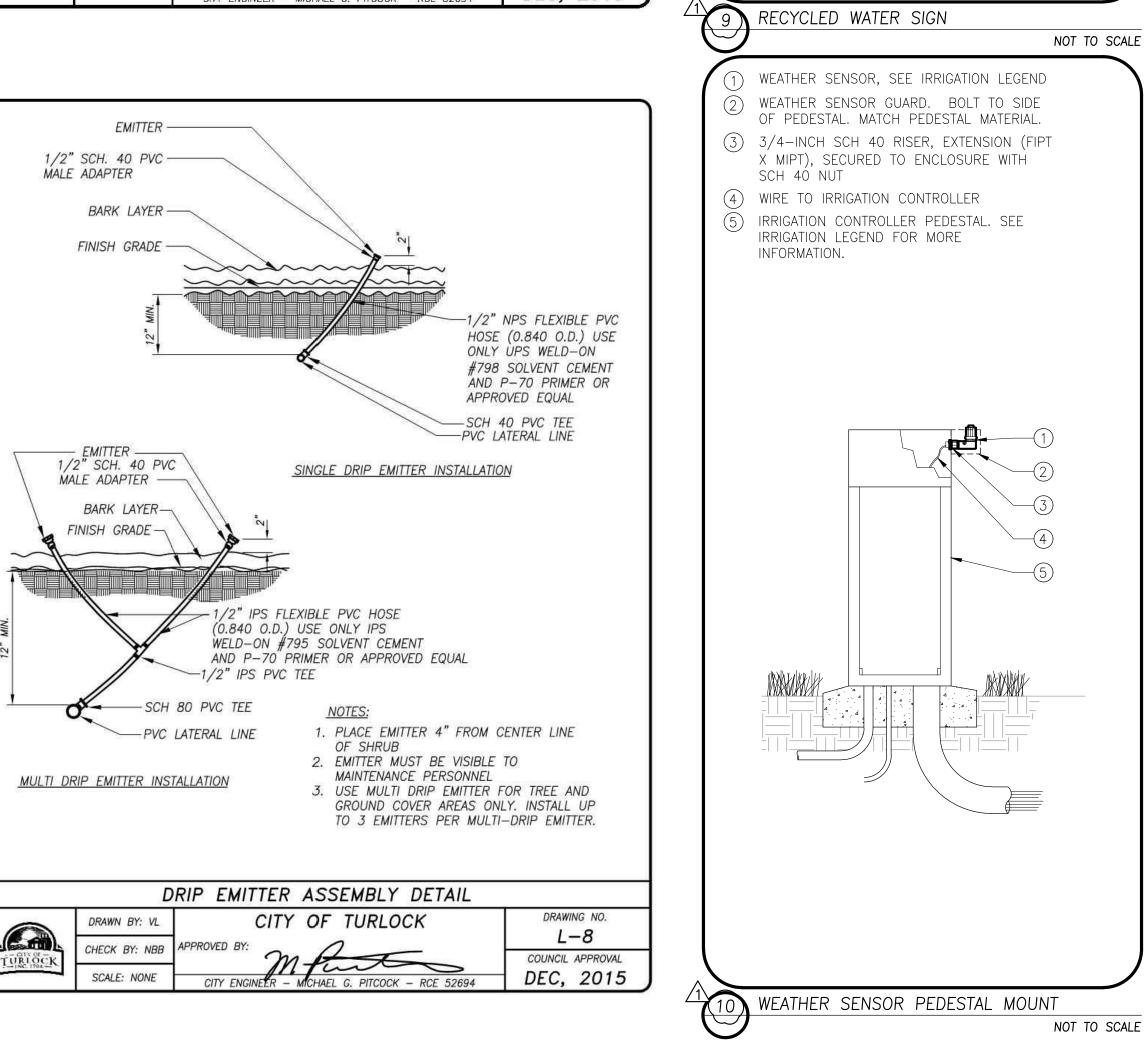
07/25/2025

DRAFTER: YC/TL

DESIGNER: TL/JG

CHECKED: JG





RECTANGULAR RIGID ALUMINUM SIGN.

2 2 DIAMETER GALV STEEL SIGN POST.

5' ABOVE FINISH GRADE HEIGHT.

(3) LOCK NUT (SIZE 2-1/2"X5/8")

7 9'X12' (.063 THICK) ALUMINUM

2. ALL TEXT TO BE PANTONE 512

"RECYCLED WATER IN USE" SIGN.

/--/->

POST ANCHOR

POP-UP ROTOR HEAD

(1) WALK, CURB, HEADER ETC.

7 POP-UP SPRAY HEAD

MANUFACTURER)

(2) POP-UP SPRINKLER (SEE LEGEND FOR TYPE AND

(4) PVC SCH 40 TEE (SxSxT) (SIZE PER LATERAL LINE)

(5) PVC LATERAL LINE (SEE IRRIGATION PLAN FOR SIZE)

(3) 1/2" SCH 80 PIPE TRIPLE SWING JOINT ASSEMBLY (LENGTH 6"

ARE NOT INSTALLED; SIGNS SHALL BE PLACED AT

ALL STREET INTERSECTIONS AND AT 500' O.C.

(4) CROWN TO DRAIN

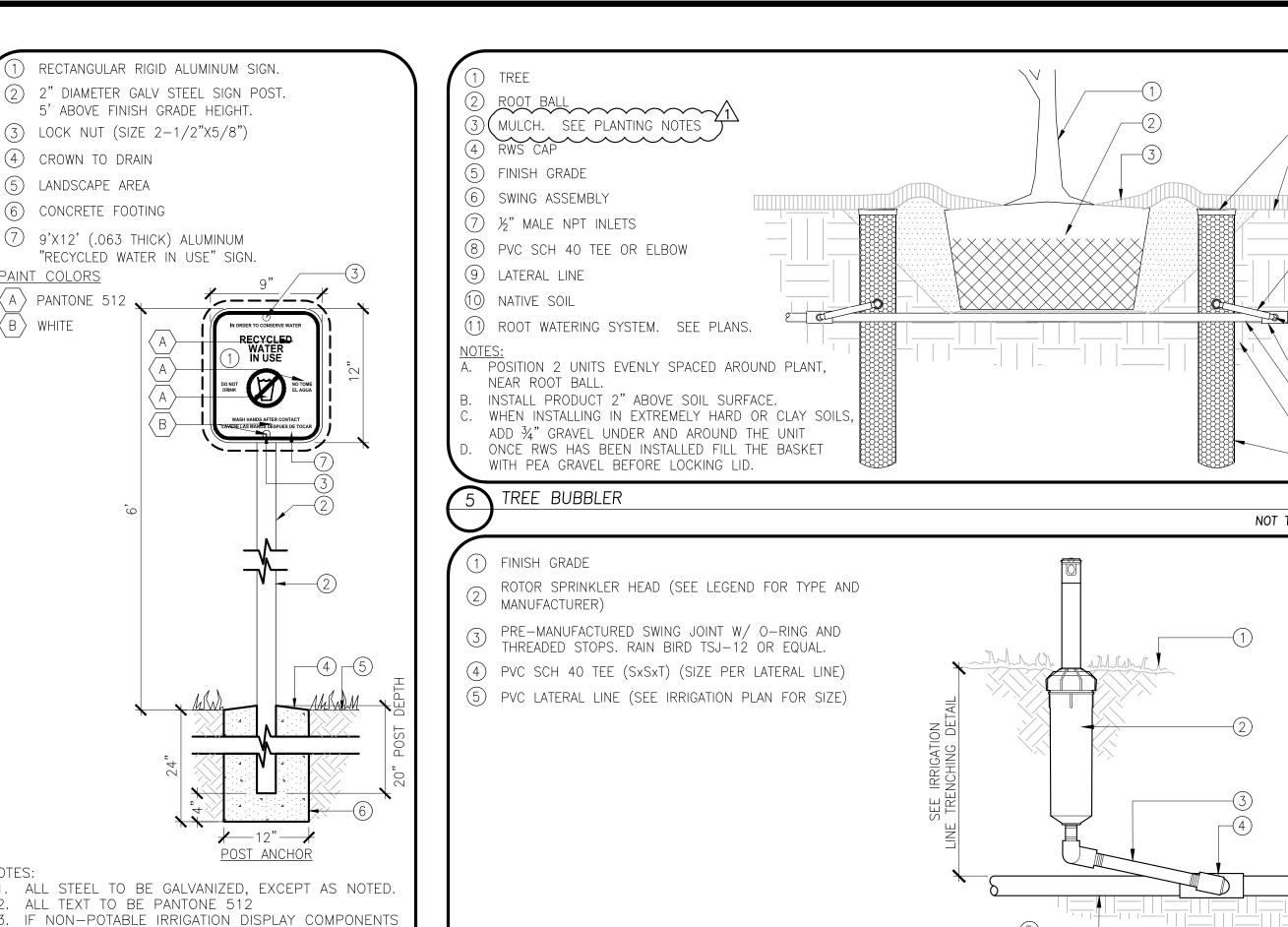
(5) LANDSCAPE AREA

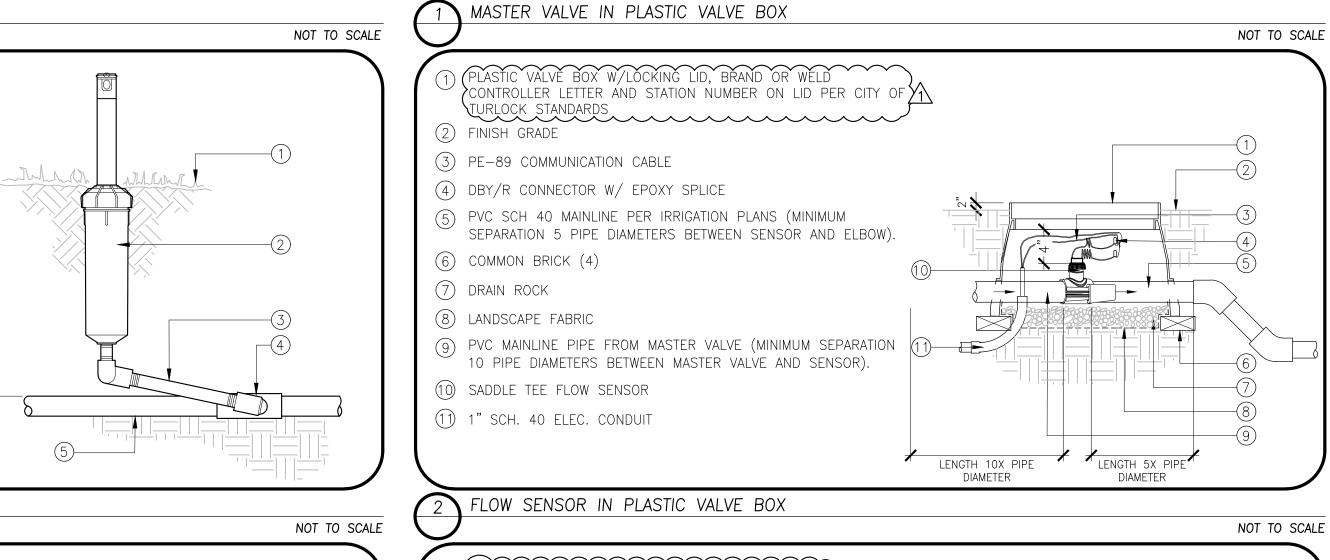
PAINT COLORS

 $\langle \mathsf{B} \rangle$ WHITE

 $\langle A \rangle$ PANTONE 512

(6) CONCRETE FOOTING





(1) MASTER VALVE (SEE LEGEND FOR TYPE AND MANUFACTURER)

(5) PVC SCH 80 ELBOW SIZED PER MAINLINE DIAMETER

(12) PVC MAINLINE PIPE FROM BACKFLOW PREVENTER

(3) WIRING TO CONTROLLER

(4) FINISH GRADE

(6) COMMON BRICK (4)

(7) LANDSCAPE FABRIC

(9) PVC SCH 80 NIPPLE

(10) PVC SCH 80 UNION

(11) PVC SCH 80 4" NIPPLE

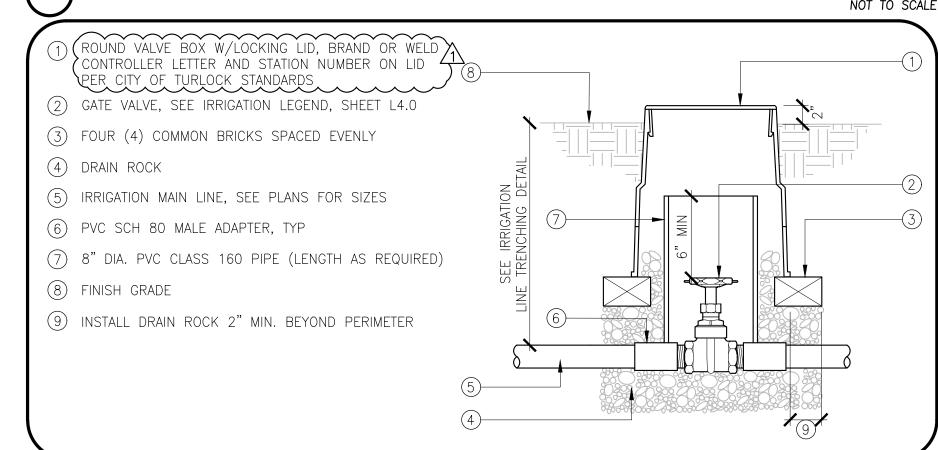
(13) PVC SCH 80 ADAPTER

(8) DRAIN ROCK

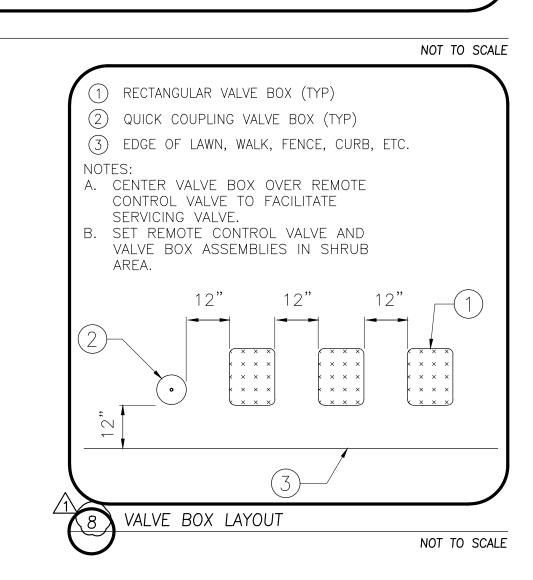
PLASTIC VALVE BOX W/LOCKING LID, BRAND OR WELD

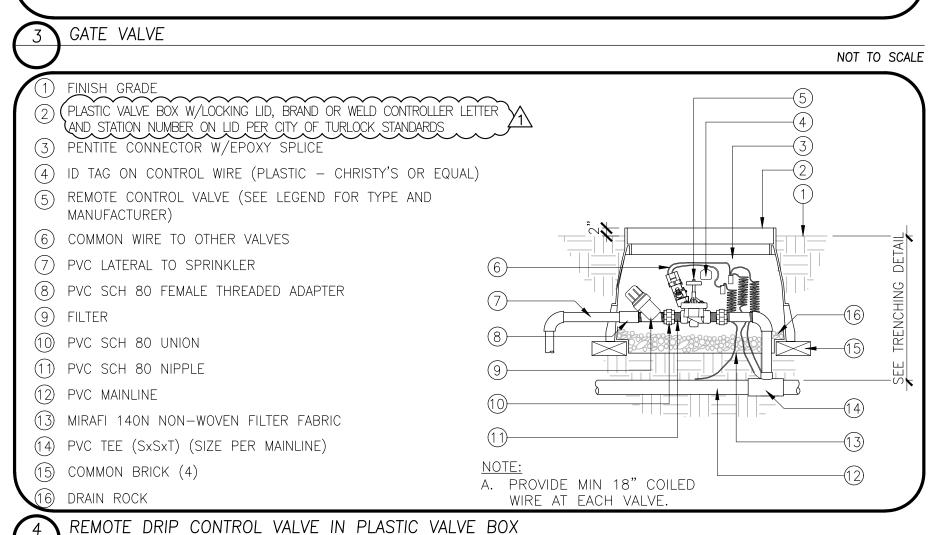
TURLOCK STANDARDS

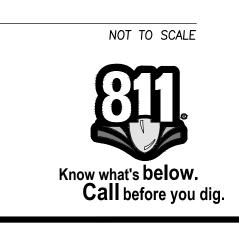
CONTROLLER LETTER AND STATION NUMBER ON LID PER CITY OF 4



A. PROVIDE MIN 24" COILED WIRE AT VALVE.







BID SUBMITTAL

OF CAL SHEET NO. L7.0

LANDSCAPE IMPROVEMEN IRRIGATION DETAIL

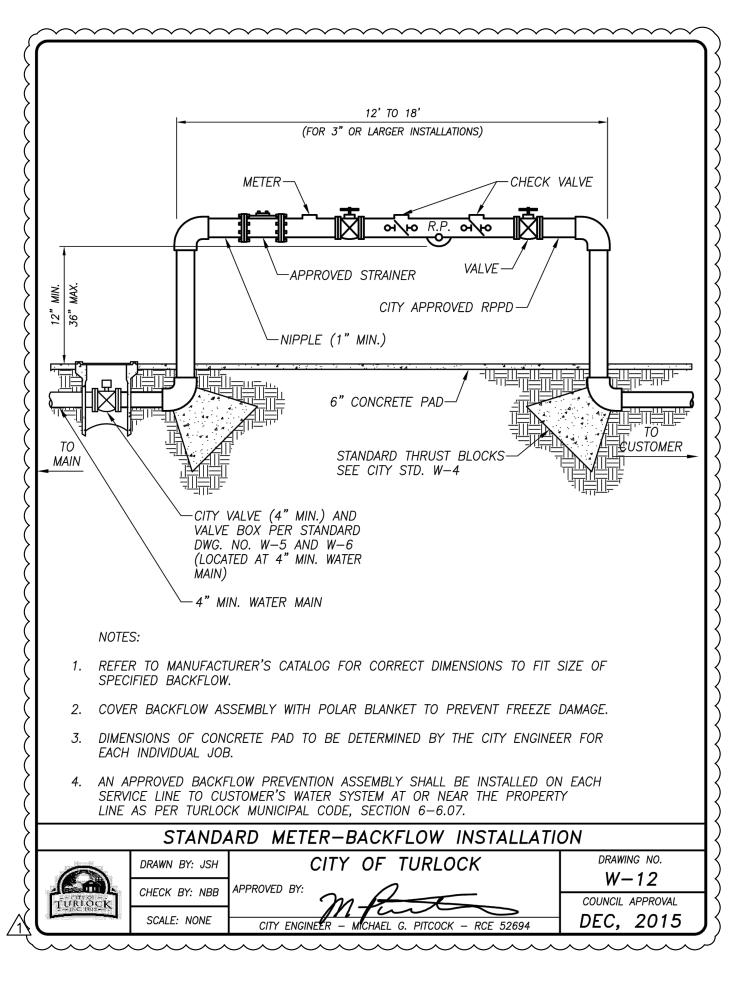
07/25/2025

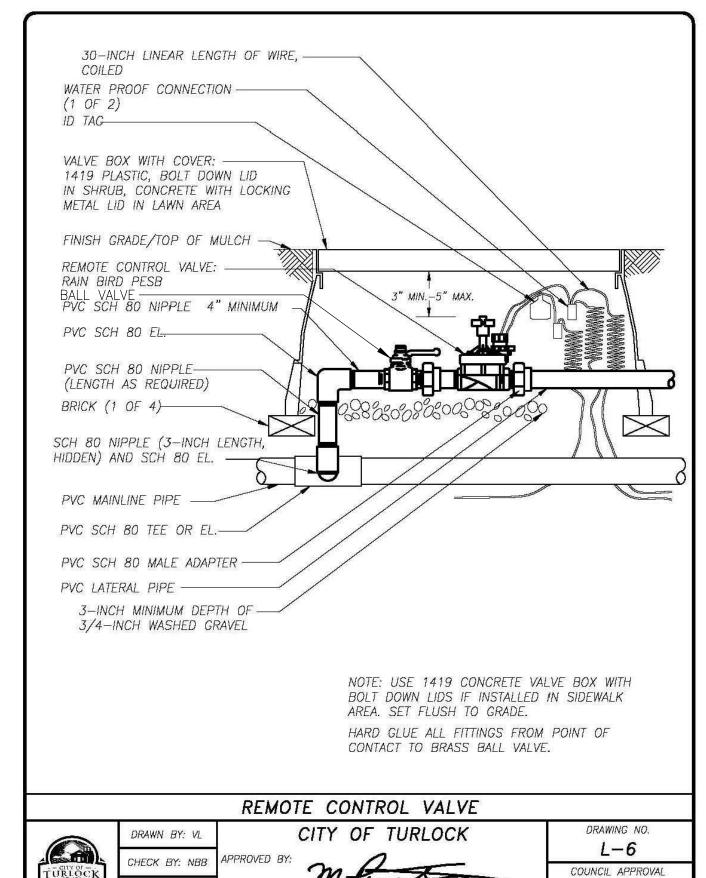
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ESIGNER: TL/JG

38421

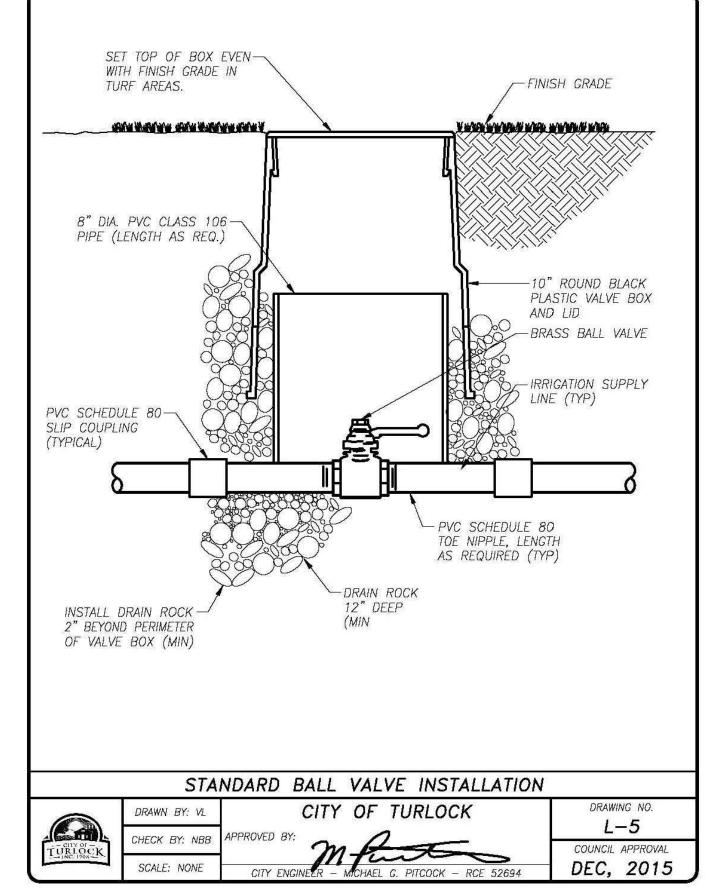
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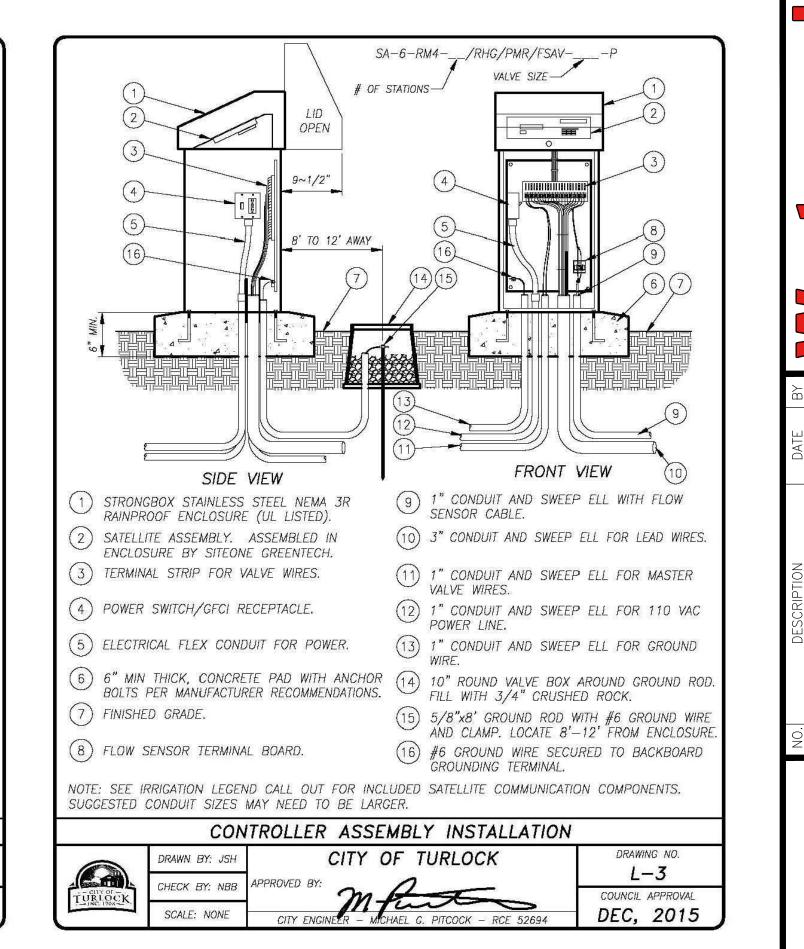


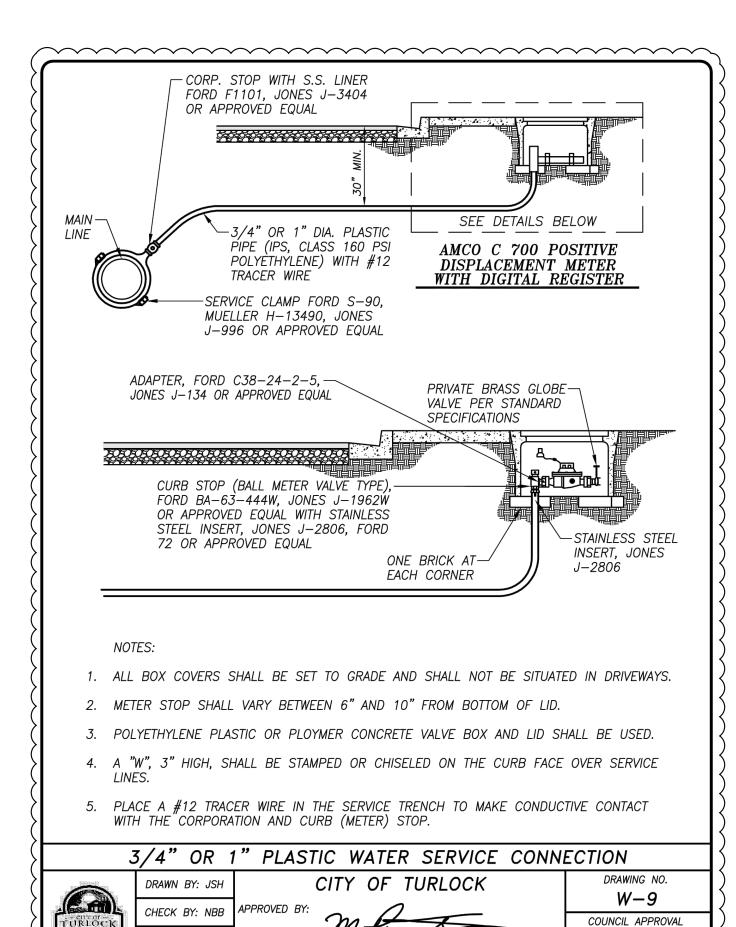


CITY ENGINEER - MICHAEL G. PITCOCK - RCE 52694

DEC, 2015





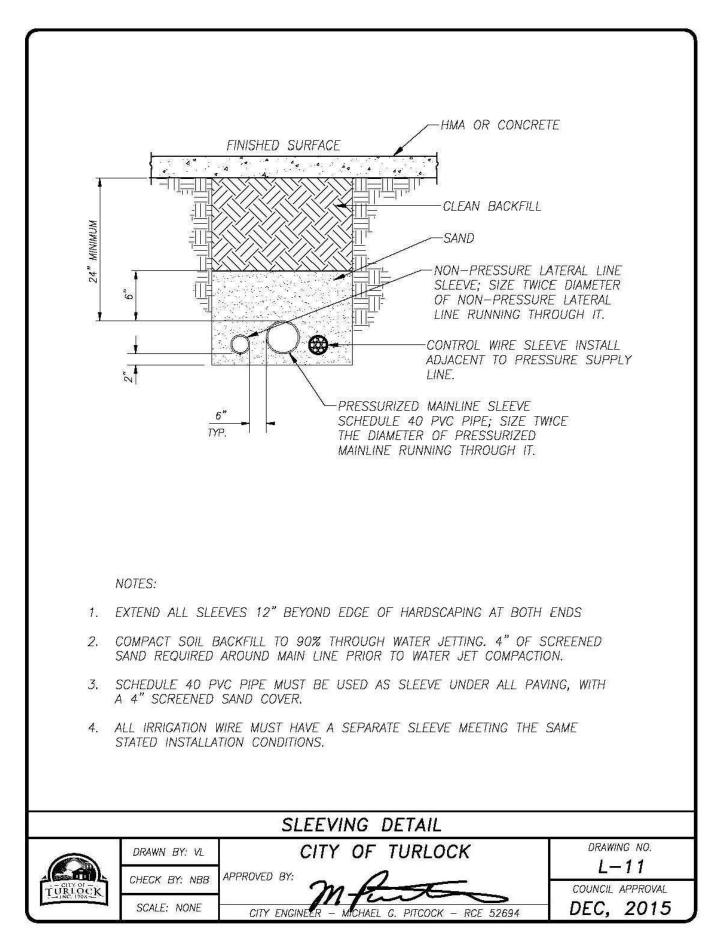


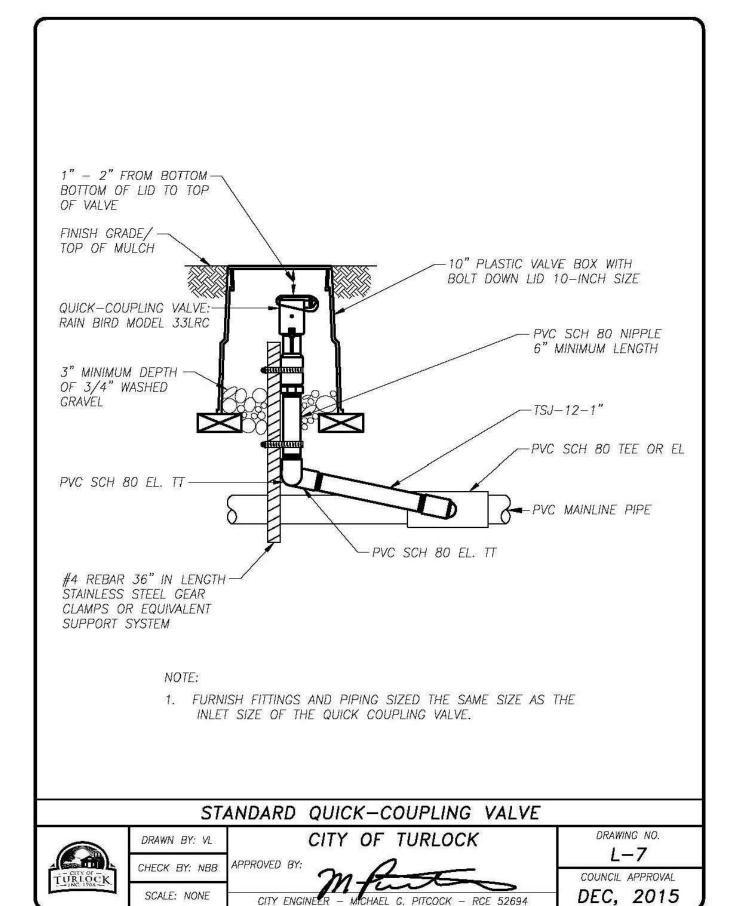
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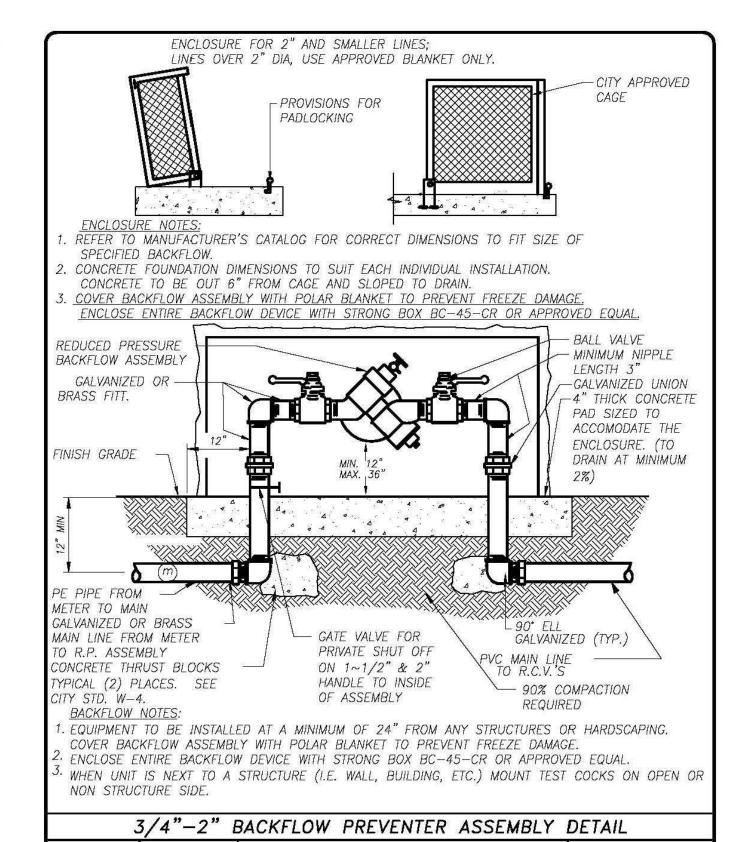
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SCALE: NONE

DEC, 2015









L-16

COUNCIL APPROVAL

DEC, 2015

LANDSCAPE IMPROVEMEN IRRIGATION DETAIL

I LAZAR PARK SK, CALIFORNI/

JOHNI

07/25/2025

DRAFTER: YC/TL

DESIGNER: TL/JG

38421

ANDSCAPE

07/25/2025 Date

OF CAL

SHEET NO.

CHECKED: JG

ROJECT NO.



BID SUBMITTAL

CITY OF TURLOCK

DRAWN BY: V

CHECK BY: NBB

SCALE: NONE

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38421



EO.1

Know what's below.
Call before you dig.

ELECTRICAL COMPLIANCE NOTES GENERAL ELECTRICAL NOTES THE INTENT OF THE DRAWINGS AND SPECIFICATION IS TO CONSTRUCT THE PROPOSED BUILDING IN ACCORDANCE WITH PROVIDE ALL LABOR, MATERIALS, TOOLS, PLANT EQUIPMENT, TRANSPORTATION AND ALL PERFORM ALL TITLE 24, CALIFORNIA CODE OF REGULATIONS. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL CONFORM TO THE OPERATIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF ALL ELECTRICAL WORK REQUIRED FOLLOWING CODES AND REGULATIONS AS APPLICABLE: FOR THE COMPLETE AND OPERATING SYSTEMS AS OUTLINED WITHIN THE SCOPE OF WORK. 2. UNDERWRITERS LABORATORIES, INC., SHALL MEET THEIR REQUIREMENTS AND SHALL BEAR THEIR LABEL 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC) WHEREVER STANDARDS HAVE BEEN ESTABLISHED AND LABEL SERVICE IS REGULARLY FURNISHED BY THAT PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) 2022 CALIFORNIA BUILDING CODE (CBC) PART 2, TITLE 24, CCR 3. THE SIZE AND LOCATIONS OF EQUIPMENT ARE SHOWN TO SCALE WHEREVER POSSIBLE, CONTRACTOR SHALL BASED ON THE 2021 INTERNATIONAL BUILDING CODE (IBC) MAKE USE OF ALL DATA IN ALL CONTRACT DOCUMENTS AND VERIFY THIS INFORMATION AT THE SITE. 2022 CALIFORNIA ELECTRICAL CODE (CEC) PART 3, TITLE 24, CCR 4. CONDUCTORS SHALL BE COPPER TYPE XHHW-2 CONDUCTORS TYPE AS NOTED ON CONSTRUCTION DOCUMENTS. BASED ON THE 2020 NATIONAL ELECTRICAL CODE (NEC) 2022 CALIFORNIA MECHANICAL CODE (CMC) 5. ALL ELECTRICAL WORK SHALL CONFORM WITH THE 2019 CALIF. ELECTRICAL CODE CALIFORNIA TITLE 17, 19 & PART 4, TITLE 24, CCR 24 ALONG WITH N.F.P.A. STANDARDS AND THE STATE FIRE MARSHAL'S REQUIREMENTS. BASED ON THE 2021 UNIFORM MECHANICAL CODE (UMC) 2022 CALIFORNIA PLUMBING CODE (CPC) PART 5, TITLE 24, CCR BUILDING CODES. BASED ON THE 2021 UNIFORM PLUMBING CODE (UPC) 2022 CALIFORNIA FIRE CODE (CFC) KIND, QUALITY, AND PERFORMANCE. PART 9, TITLE 24, CCR BASED ON THE 2021 INTERNATIONAL FIRE CODE (IFC) 2022 NFPA 72, NATIONAL FIRE ALARM & SIGNALING CODE w/ CALIFORNIA AMENDMENTS. THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA. UNLESS OTHERWISE STATED, IT IS INTENDED THAT THE ABOVE CODES AND REGULATIONS REFER TO THE LATEST EDITION OR REVISION IN EFFECT ON THE DATE OF THE CONTRACT. NOTHING ON THE DRAWING IS TO BE CONSTRUED AS 9. CLEAN ALL EXPOSED SURFACES AND NEW EQUIPMENT AFTER COMPLETION. REQUIRING OR PERMITTING WORK THAT IS CONTRARY TO THE ABOVE LISTED CODES AND REGULATIONS, OR OTHER LOCAL, STATE OR FEDERAL CODES OR REGULATIONS WHICH MAY BE APPLICABLE.

	DELTA CONNECTED WYE CONNECTED PHASE	CATV CKT CLG	CABLE TELEVISION CIRCUIT CEILING	ENCL EP EQUIP	ENCLOSURE EXPLOSION PROOF EQUIPMENT	IDF INCAN IDC	INTERMEDIATE DISTRIBUTION FRAME INCANDESCENT INITIATING DEVICE CIRCUIT	MIN MPOE MSB	MINIMUM MAIN POINT OF ENTRY MAIN SWITCHBOARD	PS PWR	PRESSURE SWITCH POWER	TH TRANSF TYP	THERMOSTAT TRANSFORMER TYPICAL
	AND AT FEET	CO COMM CONC	CONDUIT ONLY COMMUNICATION CONCRETE	ETC EVAP	ET CETERA EVAPORATOR	IN INST	INCHES INSTANTANEOUS	N (N)	NEUTRAL NEW	(R) RA RD	REMOVE(D) REMOTE ANNUNCIATOR ROAD	TSP THRU	TWISTED SHIELDED PAIR THROUGH
C CT DJ FD	INCHES AMPERES ALTERNATING CURRENT ABOVE COUNTERTOP/BACKSPLASH ADJACENT, ADJOINING ADJUSTABLE FREQUENCY DRIVE	CONC CONN CONT COORD CR CT COMP	CONCRETE CONNECT CONTINUATION OR CONTINUED COORDINATE CONTROL RELAY CURRENT TRANSFORMER COMPRESSOR COPPER	(F) FA FACP FAT FIXT FLA FLEX	FUTURE FIRE ALARM FIRE ALARM CONTROL PANEL FIRE ALARM TERMINAL CABINET FIXTURE FULL LOAD AMPS FLEXIBLE	J KV KVA KW L L	JUNCTION BOX KILOVOLTS KILOVOLT AMPERES KILOWATTS LINE ELBOW	NA NAC NC NIES NIC NO., #	NON-AUTOMATIC NOTIFICATION APPLIANCE CIRCUIT NORMALLY CLOSED NOT IN ELECTRICAL SECTION NOT IN ELECTRICAL CODE NUMBER NORMALLY OPEN	REQD REQMTS RGP RM RECP RT	REQUIRED REQUIREMENTS REDUNDANT GROUND PATH ROOM RECEPTACLE RAIN TIGHT	UG UNO V VA VFD VM	UNDERGROUND UNLESS NOTED OTHERWISE VOLTS VOLT AMPS VARIABLE FREQUENCY DRIV VOLT METER
AFF AL APPROX ARCH AUTO AUX ALT AWG	ABOVE FINISHED FLOOR ALUMINUM APPROXIMATE ARCHITECT AUTOMATIC AUXILIARY ALTERNATE AMERICAN WIRE GAUGE	DC DET DISC DIST DSA DWG	DIRECT CURRENT DETAIL DISCONNECT DISTRIBUTION DIVISION OF THE STATE ARCHITECT DRAWING	FLUOR FS FOR FT GALV GND GC	FLUORESCENT FLOW SWITCH FORWARD-OFF-REVERSE FEET GALVANIZED GROUND GENERAL CONTRACTOR	LF LOS LOH LV M MAX MCA	LINEAR FEET LOCKOUT—STOP LOCK—OFF—HALT LOW VOLTAGE MOTOR MAXIMUM MINIMUM CIRCUIT AMPS	OC OH OL OT OSHPD	ON CENTER OVERHEAD THERMAL OVERLOAD RELAY OVER TEMPERATURE OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT	SCH SEC SHT SIG SPECS SW SWD SP	SCHEDULE SECONDS, SECONDARY SHEET SIGNAL SPECIFICATIONS SWITCH SWITCHED SPARE	W W/O WP WHD WM WH	WIRE WITH WITHOUT WEATHERPROOF WATT HOUR DEMAND METER WATT METER WATER HEATER
B BC BKBD BRKR BLDG C CAB	BARE BARE COPPER GROUND BACKBOARD BREAKER BUILDING CONDUIT OR CONTRACTOR CABINET	(E), EXIST EC EL, ELEV EL ELECT EMS EMT EOL	EXISTING ELECTRICAL CONTRACTOR ELEVATION EMERGENCY LIGHT ELECTRICAL ENERGY MANAGEMENT SYSTEM ELECTRICAL METALLIC TUBING END OF LINE	HI HOA HOS HV HVAC	HIGH HAND-OFF-AUTO HAND-OFF-STANDBY HIGH VOLTAGE HEATING, VENTILATION, AIR CONDITIONING	MCC MCM MCP MDF MECH MFG	MOTOR CONTROL CENTER THOUSAND CIRCULAR MILLS MOTOR CIRCUIT PROTECTOR MAIN DISTRIBUTION FRAME MECHANICAL MANUFACTURER	PA PB PNL PH PR PRI	PUBLIC ADDRESS PULL BOX PANEL PHASE PAIR PRIMARY	STD STR SWBD TELE TEMP TOA	STANDARD STRANDED SWITCHBOARD TELEPHONE TEMPERATURE TEST OFF AUTOMATIC	XFMER (XR)	TRANSFORMER REMOVE AND RELOCATE(D)

GENERAL ELECTRICAL LEGEND

SCH 40 WITH IMC ELBOWS

PANEL BOARD -SEE SCHEDULE

QUANTITY AND WATTAGE

A\$3 SINGLE POLE TOGGLE SWITCH +48"

A\$3 TWO POLE TOGGLE SWITCH +48"

A\$3 THREE POLE TOGGLE SWITCH +48"

A\$3 four pole toggle switch +48"

FLEX

TERMINAL CABINET

ALARM & 'D' DATA; '-T' DENOTES TRAFFIC LID

OUT FURTHER DESIGNATION IS A #12 WIRE CIRCUIT

----- CONDUIT -SURFACE MOUNTED OR ABOVE CEILING -EMT WITH

----- CONDUIT -CONCEALED BELOW FLOOR IN EMT OR UNDERGROUND IN PVC

HOMERUN TO PERSPECTIVE PANEL OR CABINET -BRANCH CIRCUIT WITH

COMPRESSION FITTING UNLESS NOTED ON PLANS

MOTOR/EXHAUST FAN -N.I.E.S. -CONNECT AS REQUIRED

JUNCTION BOX -4 11/16" x 2 1/8" SQUARE OR SMALL

 30^{1} fused disconnect switch -size as noted -30a. Shown

FULL VOLTAGE STARTER -SIZE AS NOTED -SIZE 3 SHOWN

DUPLEX RECEPTACLE +15" A.F.F. FROM BOTTOM OF BOX U.O.N.

GFCI DUPLEX RECEPTACLE +15" A.F.F. FROM BOTTOM OF BOX U.O.N.

SEE FIXTURE SCHEDULE FOR EXACT CALL OUT & DESCRIPTION

FIXTURE IDENTIFICATION —LETTER INDICATES FIXTURE TYPE —NUMERAL INDICATES LAMP

SWITCHING SUBSCRIPTS

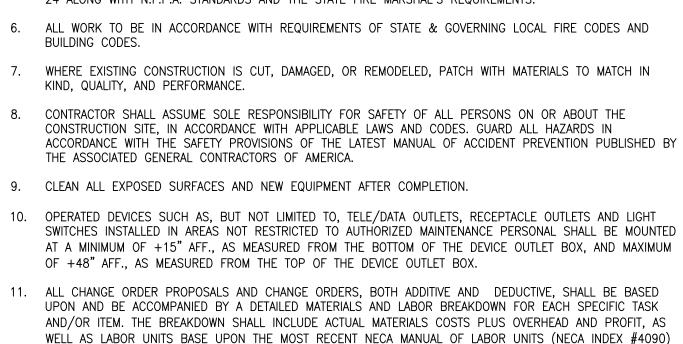
k KEY

p PILOT

a DEVICE CONTROLLED

M OCCUPANCY SENSOR

CONCRETE PULL BOX -SIZE AS NOTED - LIDS AS NOTED 'P' POWER, 'S' SIGNAL, 'F' FIRE



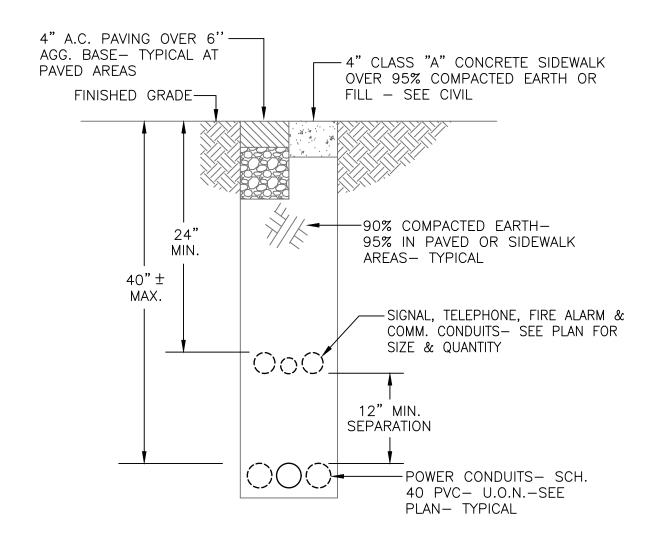
OR EQUIVALENT PUBLICATION FOR EACH SPECIFIC TASK AND ITEM. LABOR COSTS SHALL BE COMPUTED AS OUTLINED WITHIN THE GENERAL CONDITIONS, BASED UPON THE NECA LABOR TABLES FOR EACH TASK

REQUIRED. MATERIALS COSTS SHALL INCLUDE ACTUAL CONTRACTOR INVOICE PLUS NO MORE THAN 15% MARKUP. THE OWNER AND CONTRACTOR AGREE TO THE ABOVE CHANGE ORDER COST PROCEDURE, FOR BOTH

12. ALL PERSONNEL WORKING WITH ENERGIZED EQUIPMENT WITHIN THE RESTRICTED ZONE PER NFPA-70E SHALL

COMPLY WITH ALL NFPA-70E AND OSHA REQUIREMENTS AND BE ARC FLASH SAFETY CERTIFIED.

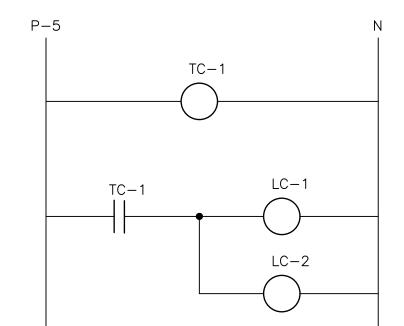
ADDITIVE AND DEDUCTIVE CHANGE ORDERS.



ELECTRICAL TRENCH SECTION (TYP.)

SCALE: N.T.S.

SCALE: N.T.S.



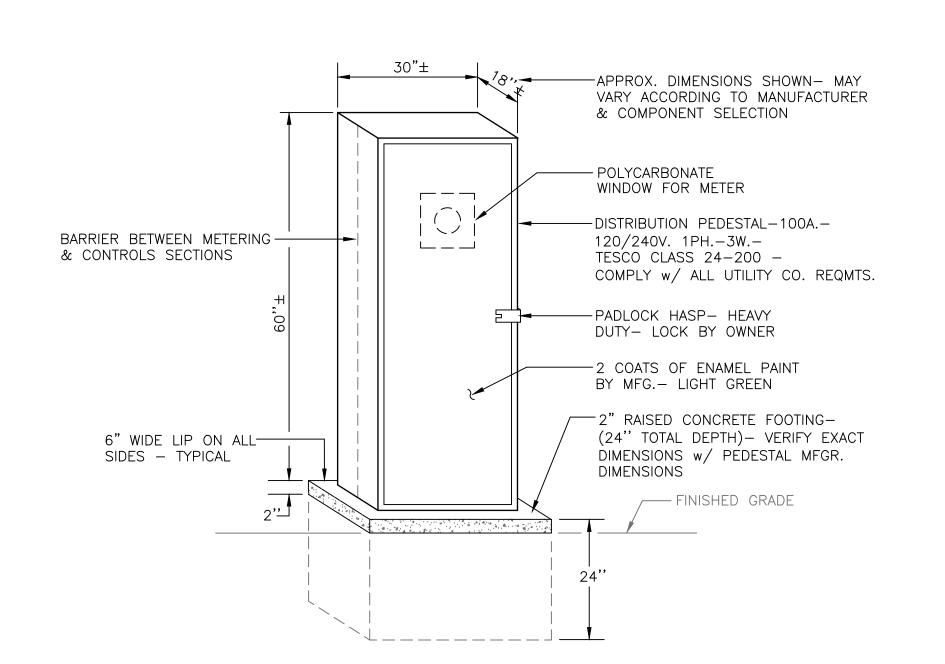
SEE PANEL SCHEDULE FOR EXACT NUMBER OF STREET LIGHTING CIRCUITS NEEDED AT SERVICE PEDESTAL—(POC's)
THIS DIAGRAM SHOWS GENERAL REQUIREMENTS NEEDED AND EXACT LAYOUT FOR CONTROLS MAY VARY. VERIFY REQMTS. PRIOR TO CONSTRUCTION.

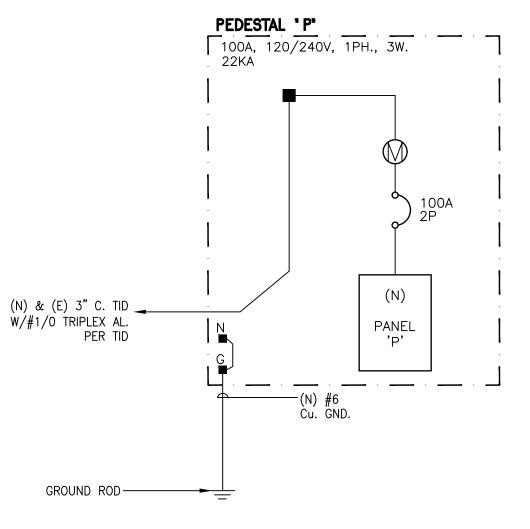
TC-1: TIME CLOCK-24 HR.-120V. W/ "RESERVE SPRING" 20A.-1P.- INTERMATIC OR EQUAL LC-1 : LTG. CONTACTOR -4 POLE

_____ -20A.- 120V.-SQ. #8903 12 POLE NEMA 1 ENCLOSURE

P.E.: FISHER PIERCE :6660

LIGHTING CONTROL DIAGRAM

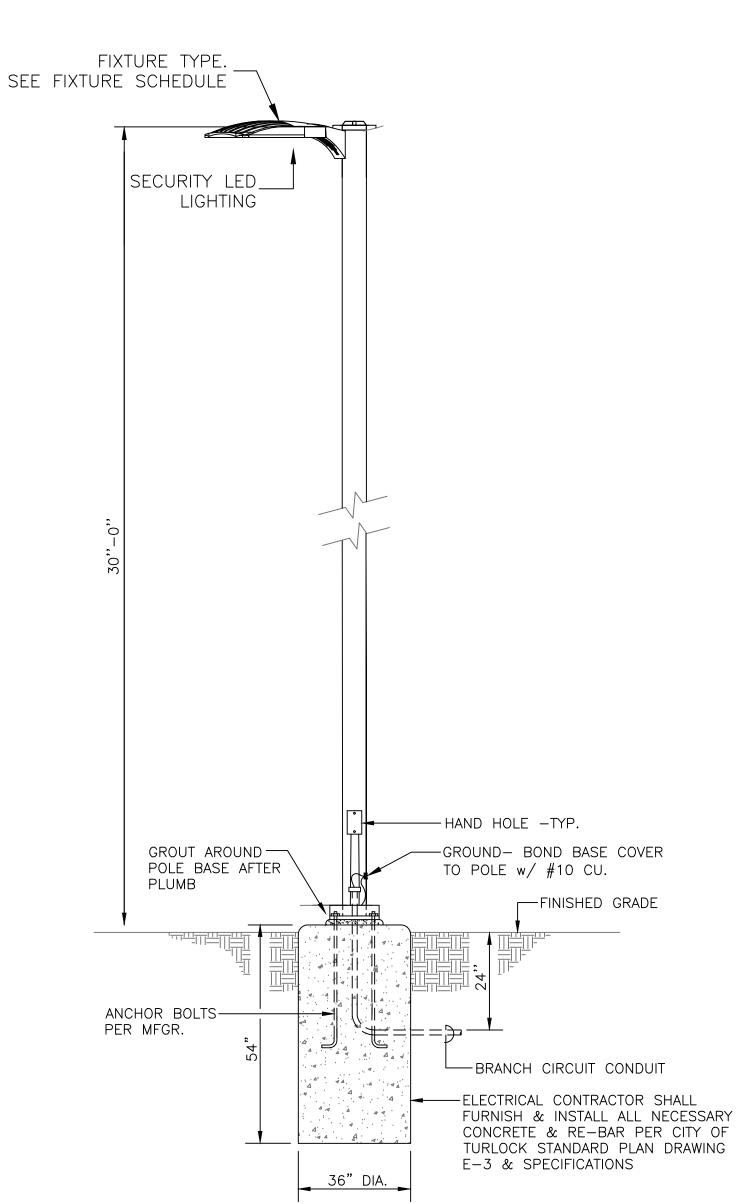




PEZZONI ENGINEERING, INC. CONSULTING ELECTRICAL ENGINEERS 1150 9TH Street Suite #1415 Modesto, CA 95354 Phone: 209 . 554 . 4602 http://www.pezengr.com PEZZONI ENGINEERING, INC. © Copyrighted 2025

SERVICE PEDESTAL SINGLE LINE DIAGRAM

SERVICE PEDESTAL SCALE: NTS



PEDESTSAL SCHEDULE													
	PANEL: P												
	BUS RATING: 100 A.		PHASE: WIRE:	1ø 3	SCCR: 22k								
	VOLTAGE: 120/240 V.				BUSSING: Cu								
СКТ	DESCRIPTION	BRKR	TYPE	LOAD	A (va)		B (va)	LOAD	TYPE	BRKR	DESCRIPTION		CK
1	RECEP PEDESTAL	20/1	R	180	180					20/1	SPARE		2
3	SPARE	20/1					0			20/1	SPARE		4
5	IRRIGATION CONTROL	20/1	С	100	6100			6000	M1	70/	BOOSTER PUMP		6
7	SPARE	20/1					6000	6000	M1	/2			8
9	SPARE	20/1			0					20/1	SPARE		10
11							0						12
13					0								14
					6280		6000						
	CONTINUOUS (C):	125 VA			MCB:	100/2							
	NON-CONTINUOUS (N):	0 VA			MLO:	_				MAX.	PHASE @125% =	65.4 A.	
	RECEP. (R):	180 VA									DEMAND TOTAL =	15.3 kVA	
	MOTOR (M) OR (M1):	15000 VA									=	63.8 A.	
	LIGHTING (L):	0 VA									9 125% =	79.7 A.	
	KITCHEN >1750W (K):	0 VA			DEMAND (CALC. PER	ART 220						

LIGHT STANDARD & BASE (TYP.) SCALE: NTS



Know what's **below**. **Call** before you dig.

BID SUBMITTAL

07/25/2025 DRAFTER: CCM DESIGNER: KLP/CCM CHECKED: KLP PROJECT NO. 38421

SHEET NO. **E2.0**