

## **SPECIAL PROVISIONS**

1. Greenbook: All work shall be accomplished in accordance with the latest Edition of the Standard Specifications for Public Works Construction (SSPWC) and all supplements thereto, hereinafter referred to as Standard Specifications, and the contract plan and specifications.
2. Person Responsible and in Charge: The Contractor shall provide for a superintendent who shall remain on the project site at all times. The superintendent shall have full authority to act for the Contractor in all matters concerning the contract.

The prime Contractor shall be held responsible for the order and cleanliness of the construction site. Should one Contractor or subcontractor follow another, he/she will take steps to not damage the others work.

3. All work included: The unit bid shall include all labor, equipment, materials, taxes, permit fees, and incidentals to construct each item complete in place. Unless otherwise specified, the plan and specifications are intended to include everything obviously requisite and necessary to the proper and entire finishing of all phases of work specified. Accordingly, all work shall be done under all headings in connection with the work to carry out the plan and specifications, whether each item is mentioned or not.
4. Estimated Quantities: No guarantee is made for the quantities estimated under the bid item. The City has the right to add, omit or reduce any portion of the work.
5. Notifications: The Contractor shall notify property owners and/or residents affected by construction activities 72 hours prior to start of work. The Contractor shall make every effort to keep driveway approaches open to vehicular traffic.
6. Working hours: Work shall be conducted only between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.
7. Traffic Control: The Contractor shall be responsible for any and all traffic controls required for this project. Controls shall be constructed in accordance with the latest edition of the Work Area Traffic Control Handbook (WATCH Manual). Sketch of lane closures to be submitted prior to work being done.
8. Stockpiling of Materials: The Contractor shall daily remove all excess materials left on the site as a result of his operations and clean the entire site to the satisfaction of the City Engineer or his designated representative. The Contractor shall receive permission from the Agency prior to stockpiling any materials within the public right-of-way. Under no circumstances shall the stockpiled materials impede vehicular or pedestrian traffic. Sufficient barricades, delineators, lights, etc., shall be used to warn traffic of said materials.
9. Damage to Private Property: The Contractor shall be responsible for protecting from injury or damage all existing improvements, adjacent property, utility and other facilities, and trees and

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plants that are not to be removed. The Contractor shall solely bear all costs associated with the repair or replacement of any item damaged by his operations.

10. National Pollutant Discharge Elimination System (NPDES): The prime Contractor shall be held responsible for the order and cleanliness of the construction site. Should one Contractor or subcontractor follow another, he/she will take steps to not damage the others work.

The contractor shall implement all applicable Best Management Practices (BMPs) to prevent pollution from entering catch basins, storm, drains and the sewer system. No construction waste material - including loose aggregate, plaster, cement, paint, fuels, oils, bitumen, calcium chloride, mud or any other type of debris, shall be disposed of in the street, gutter, sidewalk or storm drain facilities. Waste materials shall be immediately removed from the job site and disposed of in accordance with all; county, state and federal regulation

The Contractor shall keep all adjacent streets and haul routes clean of dirt and debris originating from the construction site or resulting from the project work.

11. Air Pollution: The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes.
12. Dust Control: Contractor shall comply with any and all directives issued by the City Engineer in order to prevent dust or other material from becoming a nuisance or annoyance.
13. Fire Hydrant: Should the Contractor require access to a fire hydrant, the Contractor shall secure a permit and meter from California American Water Co.
14. Roadway Markings: Should any roadway striping or raised pavement markers be damaged or removed during the operation of this contract, it shall be matched and replaced by the Contractor.
15. Protection of Work: The Contractor shall be responsible for protecting the new improvements from damage. Protection may include installation of barricades, delineators, steel plates or any other item necessary to protect the work. The City shall not make final acceptance of the project until all improvements are free of all graffiti, markings, or any other blemish determined undesirable. All repairs/replacement shall be corrected to the satisfaction of the City. This work shall be accomplished at no additional cost to the City.
16. Order of Work: The Contractor shall be responsible for scheduling the order of the work. Should one Contractor or sub-Contractor follow another, he/she will take steps to not damage the others work.
17. Contractor's Guarantee: The Contractor hereby guarantees that the entire work constructed by him under this contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

The Contractor hereby agrees to:

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- a. Perform at his own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by him that become evident within one (1) year after Notice of Completion of the work by the City Clerk; and
- b. Completely restore any defective materials or workmanship that are found to be deficient with respect to any provisions of the specifications.

The Contractor also agrees to hold the City harmless from any claims of any kind arising from damage due to said defective materials or workmanship. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

This guarantee shall be secured by the Faithful Performance Bond furnished under the contract and said bond shall remain in force and effect until the expiration of said one year period.

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