

SECTION 7- CONTRACTOR'S RESPONSIBILITIES & CONDUCT

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

7-2 LABOR

7-2.1 General

Only competent Workers shall be employed on the Work. Any person employed or subcontractor who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his Work properly and acceptably, shall be immediately removed from the Work by the contractor and not be reemployed on the Work. All labor shall be especially skilled for each kind of Work, thorough and first-class in all respects, and under the direction of a competent foreman, regardless of the kind and quality of material specified.

7-2.2 Laws

The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such other Federal, State and local laws which affect the conduct of the Work.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, alien labor, the 8-hour day and 40-hour week, overtime, Saturday, Sunday, and holiday Work, and non-discrimination of groups outlined in the Labor Code because of race, color, national origin, or religion. The contractor shall forfeit to the City the penalties prescribed in the Labor Code for violations.

In accordance with the Labor Code, the City has on file a schedule of prevailing wage rates for the types of Work to be done under the contract. The Contractor shall not pay less than these rates. Actual wage schedules are available at the Engineering Division Office, 205 West 4th Street, Madera, California, 93637, (559)661-5418.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, requires the Contractor or Subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the Work and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall in no event be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other contractors on the Work site are making such contributions.

The Contractor and any Subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. The branch office in this area is located at 2550 Mariposa St., Fresno, California 93721, Telephone (559) 445- 5431 268-7151, Ext. 315.

7-3 INSURANCE REQUIREMENTS

Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or (ii) authorized by the City's Risk Manager. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
2. COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto", with combined single limits of liability of not less than \$1,000,000 per occurrence.
3. WORKERS' COMPENSATION insurance as required under the California Labor Code.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Contract, the Contractor shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(s).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, the Contractor shall file with City a new certificate for such policy/policies.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy/policies of insurance shall be endorsed so the Contractor's insurance shall be primary and no contribution shall be required of the City. **The Contractor shall furnish the City with the certificate(s) and applicable endorsements for all required insurance prior to City's execution of the Contract.** The Contractor shall furnish the City with copies of the actual policies upon the request of the City's Risk Manager at any time during the life of the Contract or any extension.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all Work under this Contract shall be discontinued immediately, and all payments due or that become due to the Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premium therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract.

If the Contractor should subcontract all or any portion of the Work to be performed under this Contract, the Contractor shall require each subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with the Contractor and City prior to the commencement of any Work by the subcontractor.

Builders Risk Insurance (Required if the Work includes new construction of a building):

The Contractor shall effect and maintain in the name of the Contractor and the City "All Risk" (excluding Earthquake and Flood) Builders Risk Insurance upon the entire Work of this Contract to 100 percent of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is not included in the cost of the Work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment scaffoldings, staging towers, and forms, rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workmen. Permission is granted for deductible on perils other than fire and Extended Coverage Endorsement perils of not more than \$500.

In the event of a partial or total destruction by the perils insured against any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the City of the Work or materials to be performed, or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore in all work or materials so destroyed or injured at his sole cost and expense.

Nothing herein provided for shall in any way excuse the Contractor or his surety from the obligation of furnishing all the required materials and completing the Work in full compliance with the terms of the Contract Documents.

Fire, ECE, and Vandalism Insurance (Required if the project includes Work on an existing structure):

The Contractor shall take out and maintain, in the name of the City of Madera, for the life of the Contract, a policy of Fire and Extended Coverage Insurance (including vandalism coverage) upon the entire structure in which the work of the Contractor is to be done, in the amount of \$100,000.00.

Said policy of insurance shall expressly provide by endorsement that it is primary coverage upon the structure and that no other policy or policies of insurance in the name of City shall be called upon to contribute in any manner to any loss up to the policy limits of said policy.

Said policy of insurance shall also expressly provide by endorsement, that it covers replacement cost of all losses up to the policy limit, all coinsurance and average clause type requirements in the policy to the contrary notwithstanding.

7-4 INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code Section 2782, the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract.

The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the Work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this Contract.

7-5 PERMITS AND FEES

Unless otherwise provided by the Special Conditions, the Contractor will pay building, plumbing, electrical, demolition and similar permit fees and plan checking fees.

Contractor will pay for all permits and licenses required for him to do business within the City. Contractor will not be responsible for sewer or water main extension, front footage charges, or street Work permit fees or charges. City will pay the costs of all testing except that Contractor will pay the costs necessary to test materials and supplies required of and supplied by the Contractor under the terms of the Contract, which tests are made to determine whether or not such materials or supplies meet the terms of the Contract; provided that the Contractor shall be responsible for all tests of any kind made to test materials or Work which have failed to meet the terms of the Contract when so

determined, by the Engineer, and such tests are required to test the replacement materials or Work.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Before starting the Work, the Contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may be designated. The representative or alternate shall be present at the site whenever Work is in progress. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or his designated representative, necessary or desirable directions or instructions may be given by the Engineer to the superintendent or foreman having charge of the specific Work to which the order applies.

Such order shall be complied with promptly and referred to the Contractor or his representative.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential Work by others. The City, its Workers and contractors, and others, shall have the right to operate within or adjacent to the site to perform such Work.

The City reserves the right to award other contracts in connection with the total project, the Work under which may proceed simultaneously with the Work to be done under this Contract. The Contractor shall coordinate his operations with those of other contractors. Co-operation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work. The Contractor, including his subcontractors, if any, shall keep himself informed of the progress and the detail Work of other contractors and shall notify the Engineer immediately of lack of progress or defective Workmanship on the part of other contractors, where such delay or such defective Workmanship will interfere with his operations. Failure of the Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective Workmanship by others shall be construed as acceptance by him of the status of the Work as being satisfactory for proper coordination with his own Work. The Contractor shall adjust, correct and coordinate his Work with the Work of others, so that no discrepancies shall result in the whole Work.

The City, the Contractor, and each of such Workers, contractors, and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall absorb in his bid all costs involved in his part as a result of coordinating his Work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral and essential Work. If necessary to avoid or minimize such damage, or delay, the Contractor shall redeploy his Work force to other parts of the Work.

Where Work of one trade joins or is on other Work; there shall be no discrepancy when same is completed. In engaging one kind of Work with another, marring or damaging same will not be permitted. Should improper Work of any trade be covered by another which results in damage or defects, the whole Work affected shall be made good by the Contractor without expense to the City.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

Throughout all phases of construction, including suspension of Work, and until final acceptance of the project, the contractor shall keep the Work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

The Contractor shall be required to apply water for dust control as required by the Engineer. This includes Saturdays, Sundays and holidays. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this Work done by others and will deduct such cost from the total contract price.

When required by the plans or Special Provisions, the contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the Work and before final inspection the entire Work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.

All traffic signs and street signs within the limits of the Work shall be removed, salvaged and stockpiled at locations designated by the Engineer.

Traffic control signs and street signs will be replaced upon completion of the Work and the cost of removal and replacement will be included in various bid items and no separate payment will be made as such. Rural type mail boxes shall be maintained by the Contractor in a manner satisfactory to the Engineer and to the US Postal Service, and the Contractor shall relocate same as soon as possible to a permanent location in accordance with postal regulations and in a location acceptable to the property owner. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere, except in time of emergency. Temporary dams of sand bags, asphaltic concrete or other acceptable material may be permitted when necessary to protect the Work provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.2 Air Pollution Control

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7-8.3 Vermin Control

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin and pests. Necessary extermination Work shall be arranged and paid for by the Contractor as part of the contract Work within the contract time and shall be performed by a licensed agency in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

Sewage flows shall not be interrupted. Should the contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary Light, Power and Water

The Contractor shall at his own expense furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the Work. The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control

The Contractor shall exercise every reasonable precaution and implement Best Management Practices (BMP's) as regulated by the City of Madera's "Storm Water Management Plan" to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control Work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

7-8.7 Drainage Control

The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary drainage control shall comply with the

City's "Storm Water Management Plan". Such temporary drainage control shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTING, RESTORING EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property. Unless otherwise provided, the Contractor shall repair or replace all existing improvements (e.g., curbs, sidewalks, driveways, fences, signs, utilities, street surfaces, structures etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension.

Trees, lawns, and shrubbery not designated for removal shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced to better than original condition and location. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the contractor for protecting, removing and restoring existing improvements shall be absorbed in his bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public, public and emergency services shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work.

Unless otherwise authorized, Work shall be performed in only one half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one half a street is being improved, the other half shall be conditioned, widened if necessary, and maintained as a detour. The City Engineer may consider closure of major streets, but only after considering, but not be limited to, the following criteria:

1. Is the proposed closure located along a route considered critical by local emergency service providers?
2. How will the closure impact the delivery of daily services, including but not limited to, solid waste pick up, mail delivery, school busing?
3. What impacts would a road closure have on adjacent businesses, hospitals, or convalescent homes?
4. Road closures proposed during winter may not be approved.
5. Road closures will be limited to thirty (30) calendar days.

6. Road closures involving the relocation of overhead power poles may not be approved.

Detours shall be surfaced with new or recycled asphalt concrete or, as required in the Special Conditions of the Contract Documents.

Grading operations, utility installation, roadway excavation and embankment construction shall be conducted by the contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought a smooth, even condition satisfactory for traffic.

Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, hospitals, etc., unless other arrangements satisfactory to the impacted Owners have been made.

Safe and adequate pedestrian zones and public transportation stops as well as pedestrian crossings of the Work at intervals not exceeding 300 feet also shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

The Contractor shall absorb in his bid all costs for the above requirements.

7-10.2 Storage of Equipment and Materials in Public Streets

Construction materials may not be stored in streets, roads, or highways for more than 5 days after unloading. All materials, or equipment not installed or used in the construction within 5 days after unloading shall be stored elsewhere by the Contractor at his expense unless he is authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed on the Work. Time necessary for repair or assembly of equipment may be authorized by the Engineer. Excavated material, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, or highways unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

The Contractor shall arrange his Work so as to keep two-way vehicular traffic open at all times, unless the Special Conditions provide otherwise and will direct and supervise traffic as instructed by the Engineer and shall comply with the instructions and directions of the City Traffic Engineer.

7-10.3 Street Closures, Detours, Barricades

The Contractor shall comply with all applicable State, County, and City requirements for closure of streets. He shall provide message boards, delineators, cones, barriers, guards, lights, signs, temporary bridges, flag persons and watch persons, advising the public of detours and construction hazards. He shall also be responsible for compliance with additional public safety requirements which may arise during construction. He shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

Contractor shall comply with the instructions and directions of the Engineer.

All traffic signs used during the project shall conform in size, shape and color to the latest publication of the "Manual on Uniform Traffic Control Devices" (MUTD), latest edition, as published by the Federal Highway Administration of the U.S. Department of Transportation.

In addition, the following items will be included:

1. When a regulatory sign is used to prohibit a vehicular movement, two signs must be used. Example: To prohibit left turns, one sign must be at the intersection and another 100' to 200' back from the intersection.
2. One 12 foot paved lane in each direction must be maintained at all times throughout the construction area. When these two lanes are adjacent, they must be separated by means of barricades, light standard or double yellow centerline. Barricades or light standards shall be placed on approximately 100 ft. centers, 30 ft. centers in lane transition area. Every other barricade shall be flasher equipped. Double yellow centerline shall be reflectorized by means of glass beads for nighttime visibility. Non-reflectorized lines may be used if supplemented with barricades or light standards.
3. Contractor shall not apply paint to any pavement which is "final" and/or to be "undisturbed", unless specified in the Contract Documents.
4. "Keep Right" signs shall be displayed at each intersection as required by the Engineer.
5. High level warning is to be used in advance of the project along with normal construction signs.
5. "Road Construction Ahead" signs shall be placed approximately 500 feet in advance of the project and also on each leg of major arterial or collector cross streets.
6. When a detour is to be provided, "Detour Ahead" signs must be placed approximately 250 ft. in advance of the detour. "End Detour" signs shall be used at end of the detour. When a detour is in effect, detour arrows, shall be used supplemented with the name of the street detoured over the arrow. See the MUTD for typical detour setups.
7. "Road Closed" signs shall be used when road closures occur.

8. The Contractor shall be responsible for removal of any existing traffic markings and/or signing that may conflict with detour channelization, and the placement and, removal of any temporary traffic markings and/or signing as may be required by the Engineer or desired by the Contractor.
9. Barricades shall be placed at approximately 50 foot centers along any construction or excavation site for the protection of both the site and vehicular traffic.
10. When traffic is being moved over (transition area), cones or delineators shall be placed at a distance recommended by the latest publication of the MUTD.
11. Whenever the Contractor fails to comply with said requirements safety regulations, instructions or directions, or such additional requirements as may be deemed by the Engineer to be necessary for safety of the Workers or the public or property, the Engineer may cause such precautions to be taken by force account or other means at the Contractor's expense.
12. At least 48 hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Public Works and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Engineer.
13. The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by him for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the MUTD. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All costs involved shall be absorbed in the Contractor's bid.

7-10.4 Public Safety

7-10.4.1 Safety Orders

The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances and regulations.

7-10.4.2 Use of Explosives

Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Contract Documents. Explosives shall be handled, used, and stored in accordance with all applicable laws and regulations. The Engineer's approval of the use of explosives shall not relieve the Contractor from his liability for claims caused by his blasting operations.

7-10.4.3 Special Hazardous Substances and Processes

Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of

Regulations (CCR) shall be requested by the Contractor from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

7-10.4.4 Confined Spaces

1. Confined Space Entry Program (CSEP).

The Contractor shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157, and 5158, Title 8, California Code of Regulations (CCR).

CSEP to the Engineer. The CSEP shall address all potential physical and environmental Prior to starting the Work, the Contractor shall prepare and submit its comprehensive hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

- i. Training of personnel
- ii. Purging and cleaning the space of materials and residue
- iii. Potential isolation and control of energy and material inflow.
- iv. Controlled access to the space
- v. Atmospheric testing of the space
- vi. Ventilation of the space
- vii. Special hazards consideration
- viii. Personal protective equipment
- ix. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

2. Permit-Required Confined Spaces.

Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit spaces program prior to performing any Work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Agency personnel at the Work site.

3. Payment.

Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 HAZARDOUS CONDITIONS: CONTRACTOR'S RESPONSIBILITY FOR PRECAUTIONS:

Contractor agrees that if, during the progress of the Work there is created, by reason of the use of specified materials or equipment, the location of the Work or the condition of the site, the kind or method of the construction specified, or the manner in which any of the Work is required to be done, or for any other reason, any condition which involves a peculiar risk of bodily harm to any person or persons, or of damage to property of City or others, contractor will take such special precautions as shall be necessary to make the progress of the Work safe under such condition. Contractor further agrees to assume the sole responsibility for determining whether any such hazardous condition exists or will be created during the course of the Work.

7-12 PATENT FEES OR ROYALTIES

The Contractor shall absorb in his bid, the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the Council harmless from any legal action that may be brought for infringement of patents.

7-13 ADVERTISING

The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs. The size and location of such signs shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-14 RISK OF LOSS

Until the completion and formal acceptance of the completed Work by the City, the Contractor shall have the charge and care thereof and shall bear all risks of injury or damage to or destruction of, the Work or any part or parts thereof, or any materials or equipment delivered to the site thereof, by fire, earthquake, windstorm or other action of the elements, vandalism, or from any other cause, including loss by theft, from the date of commencement of construction to the date of such formal acceptance. The Contractor shall rebuild repair, restore and make good all injuries or damage to any portion of the Work, and shall bear the entire expense thereof, except such injuries or damages as are caused by riot, insurrection, or acts of the Federal or State Government or a public enemy in time of war.