

## General Conditions

1-1 DEFINITIONS Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE – Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

ANSI- American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME- American Society of Mechanical ENGINEERS, current designation as of the Bid date unless otherwise indicated.

ASTM- American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA- American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER- Any person, firm or corporation submitting a BID for the WORK.

BONDS- Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his/her/their surety in accordance with the CONTRACT DOCUMENTS.

BUILD AMERICA, BUY AMERICA ACT (BABAA) - Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States on Federally funded projects.

BUSINESS LICENSE – A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY – Each and every day of the year, including weekends and holidays.

CHANGE ORDER- A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

CITY- The City of Madera, for whom the WORK is to be performed.

COMPLETION- That date as certified by the CITY when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.

CONSTRUCTION MATERIALS - Those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall.

CONTRACT DOCUMENTS- The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE- The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME- The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR- The person, firm, or corporation with whom the CITY has executed the Agreement.

DRAWINGS- The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which has been prepared or approved by the CITY.

FIELD ORDER- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the CITY to the CONTRACTOR during construction.

IEEE- Institute of Electrical and Electronics ENGINEERSs, current designation as of the Bid date unless otherwise indicated.

MANUFACTURED PRODUCT - Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were

mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

MANUFACTURER'S CERTIFICATION - Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

NEC – National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA- National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD- The written notice of the acceptance of the BID from the CITY to the successful BIDDER.

NOTICE TO PROCEED- Written communication issued by the CITY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

PROJECT- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD- San Joaquin Valley Air Pollution Control District

SPECIFICATIONS- A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, May 2015 Edition. Metric units shall be converted to English unit equivalents where applicable.

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS – FHWA's MUTCD 2012 Edition, as approved for use in California.

SUBCONTRACTOR- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP – Storm Water Pollution Prevention Plan on file with the CITY.

UNI- Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her/their last given address or delivered in person to said party or his/her/their authorized representative on the WORK.

- 1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS- The CONTRACTOR may be furnished with additional instructions and detail drawings by the CITY, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

- 1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the CITY such schedules, reports, records, and other data as the CITY may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the CITY.

- 1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the CITY.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and

detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the CITY, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her/their discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The CITY will furnish to the CONTRACTOR, free of charge, all copies of DRAWINGS AND SPECIFICATIONS reasonably necessary for the execution of the WORK. The CONTRACTOR shall keep one copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the CITY and his/her/their representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the CITY on request, at the completion of the WORK.

1-5 PRECEDENCE OF CONTRACT DOCUMENTS The order of precedence of documents shall be:

1. Rules and Regulations of Federal and State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portion of the contract, it shall be resolved by application of the order of precedence.

1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The CITY shall promptly review all SHOP DRAWINGS and retain three sets after his/her/their review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase

the number of prints submitted to the CITY. The CITY'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the CITY'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the CITY. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

- 1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the CITY.

Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

- 1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength.

Additional materials testing shall be performed by the CITY at the CONTRACTOR's expense as described in the various sections of the Technical Specifications.

The CITY shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY timely notice of readiness. The CONTRACTOR will furnish the CITY the required certificates of inspection, testing or approval.

Neither observations by the CITY nor inspections, tests, or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his/her/their obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The CITY and his/her/their representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the CITY and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the CITY, it must, if requested by the CITY be uncovered for his/her/their observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the CITY has not specifically requested to observe prior to its being covered, or if the CITY considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the CITY'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred

to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CITY may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME. Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58 on all Federally funded projects.

- 1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.
- 1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the CITY is limited to providing a reference line and temporary or permanent benchmarks for the CONTRACTOR's use in staking the project to conform to the plans. Center line monuments will be referenced by the CITY to facilitate replacement after the job is completed. Where possible, center line monuments and all other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the CITY need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by the CITY shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design CITY.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil CITY prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.



All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the CITY shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the CITY immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey, or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the CITY a minimum of 72 hours' notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his/her/their WORK.

- 1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the CITY in writing, and any necessary changes shall be adjusted as provided in Section 1-15, CHANGES IN THE WORK.
- 1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs,

pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify OWNERS of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the CITY or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, shall act to prevent threatened damage, injury, or loss. He will give the CITY prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- 1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- 1-15 CHANGES IN THE WORK - The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The CITY may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the CITY unless the CONTRACTOR believes that such FIELD ORDER

entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the CITY WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the CITY.

1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

- 1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the CITY and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the CITY.

- 2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$500.00 or less. Equipment time charges must be subject to the daily approval of the CITY and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the CITY and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

- 3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the CITY. Charges must be net cost to the CONTRACTOR delivered at the job,

and vendor's invoice must accompany the billing along with verification of use of such materials by the CITY.

- 4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

- 1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in the number of days specified in the NOTICE TO PROCEED.

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY, that the CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the CITY will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay to the CITY, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the CITY:

- (A) To any preference, priority or allocation order duly issued by the CITY.
- (B) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the CITY, make prosecution of the WORK unreasonably difficult.
- (C) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the CITY for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the CITY shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the CITY, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his/her/their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her/their property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the CITY, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her/their surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

Such costs incurred by the CITY will be determined by the CITY and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any right of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the

CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the CITY, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails to act on any request for payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR substantially the sum approved by the CITY or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the CITY and the CITY, terminate the Contract and recover from the CITY payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the CITY has failed to act on a request for payment or if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days' notice to the CITY and the CITY stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the CITY to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the CITY.

- 1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing, and certify to the CITY an estimate of the amount and value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form acceptable to the CITY. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the CITY. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder,

there shall be further deducted any amounts due the CITY from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the CITY under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings, and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the CITY, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price	_____
Extra Work Ordered	_____
Total Contract Price w/ CCO's	_____
Gross Earnings to Date (Including extra work ordered)	_____
Less 5% of gross Earnings to Date	_____
Net Earnings to Date	_____
Less Previous Claims	_____
Balance Due this Claim	_____

1-21 PROGRESS PAYMENTS - The CITY will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the CITY will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the CITY. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal

moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the CITY or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial OWNER of any securities substituted for moneys withheld and shall receive any interest thereon. If the CITY fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the CITY or the securities will be held by the CITY or escrow agent until thirty-five (35) days following filing of the Notice of Completion.

1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the CITY, the CITY shall prepare a final estimate of quantities and the value of such work and the CITY shall pay to the CONTRACTOR the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the CITY will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his/her/their own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the CITY. The CITY, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the CITY thirty-five (35) days from the date of recording by the CITY of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the CITY that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY except the following:

(A) those arising from unsettled liens;



- (B) those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;
- (C) those arising from failure to meet the requirements of the SPECIFICATIONS; or,
- (D) those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

- 1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the CITY for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the CITY on the basis of measurements taken by the CITY, and these measurements shall be final and binding.

- 1-25 PROOF OF CARRIAGE OF INSURANCE CONTRACTOR shall furnish such insurance coverage as indicated in the section "INSURANCE REQUIREMENTS".

- (A) "General Liability Special Endorsements"
- (B) "Automobile Liability Special Endorsement"
- (C) "Workers' Compensation/Employees Liability Special Endorsement"
- (D) "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best's rating of no less than A: VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish CITY, through the CITY, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give CITY at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

- 1-26 CONTRACT SECURITY The CONTRACTOR shall, upon receipt of the NOTICE OF AWARD, furnish the CITY with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the

CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such bond(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the CITY.

1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the CITY shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his/her/their right, title, or interest therein, or his/her/their obligation thereunder, without written consent to the other party.

1-28 INDEMNIFICATION -

**Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**Contractor** obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Contractor** agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

1-29 SEPARATE CONTRACTS - The CITY reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his/her/their WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY any defects in such WORK that render it unsuitable for such proper execution and results.

The CITY may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the CITY, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the CITY is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the CITY or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

1-30 SUBCONTRACTING The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall

perform not less than thirty percent (30%) of the original Contract Bid Price with his/her/their own forces.

The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his/her/their SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the CITY.

- 1-31 CITY'S AUTHORITY - The CITY shall act as the CITY'S representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The CITY will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The CITY will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The CITY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his/her/their own expense and without liability to the CITY, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

- 1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for

a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

- 1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.
- 1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment, and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the CITY all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the CITY and the CITY. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the CITY, giving full details of the claim.
- 1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.
- 1-38 CLIMATIC CONDITIONS - The CITY may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.
- 1-39 OFFICIALS NOT TO BENEFIT - No official of the CITY shall receive any benefit that may arise by reason of this Contract.

- 1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his/her/their direction during construction, and in the event of his/her/their failure to do so, the same may be removed by the CITY after ten (10) calendar days' notice to the CONTRACTOR at the expense of the CONTRACTOR, and his/her/their surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the CITY.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

- 1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract: This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

- 1-42 CONSTRUCTION RECORD DRAWINGS The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be subject to the inspection of the CITY at all times and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the CITY, one (1) set of marked record drawings. Drawings shall be stamped "AS BUILT", dated, and signed by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the CITY.

1-43 STATE LABOR STANDARDS PROVISIONS State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five (\$25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, notwithstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

1-44 PAYROLL RECORDS Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to CITY weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

1-45 OVERTIME INSPECTION FEES The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and CITY-

designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

- 1-46 CLAIMS FOR ADDITIONAL TIME Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

- 1-47 RECYCLING The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors, and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the CITY.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.



The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete.

- 1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS The City of Madera requires all Contractors, Subcontractors, vendors, and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris.

### **Special Conditions**

- 2-1 REQUIREMENTS It is required that there be constructed and completed in accordance with the bid documents.
- 2-2 DESCRIPTION OF THE WORK The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the description provided in the bid documents.
- 2-3 LABOR If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the CITY to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the CITY, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the CITY or safety inspectors of the OWNER.

- 2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the CITY and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.
- 2-5 SCHEDULE OF WORK The CONTRACTOR shall submit a schedule of work for the improvements to the CITY for review. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item.

This schedule shall be revised every two (2) weeks as required and submitted to the CITY. The CITY may withhold progress payments for failure of the CONTRACTOR to submit a schedule of work.

2-6 SEQUENCE OF WORK The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience.

2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fences, signs, utilities, street surfaces, structures, sprinkler, 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, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing, and restoring existing improvements shall be included in the various bid items and no separate payment will be made, therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's – Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the CITY. The CONTRACTOR shall furnish all labor, equipment,

materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

- 2-8 PROJECT SITE MAINTENANCE 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.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera CITY.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. 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, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

- 2-9 NOTIFICATION All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in the form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the work. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".

- 2-10 WATER SUPPLY Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK.

- 2-11 MATERIALS FURNISHED BY OWNER No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.
- 2-12 MATERIALS FURNISHED BY CONTRACTOR Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK.
- 2-13 REQUEST FOR EXTENSION OF TIME No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the CITY. In the case of a continuing cause of delay, only one claim is necessary.
- 2-14 RIGHTS OF WAY The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone/telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right of-way or for the inability to obtain such.

2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

2-15.1 TRAFFIC SAFETY AND ACCESS The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the CITY for approval prior to the start of construction. CONTRACTOR shall immediately notify CITY of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the CITY for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the CITY. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways, or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the CITY his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

2-15.2 PUBLIC SAFETY 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 the provisions of these and all other applicable laws, ordinances, and regulations.

2-15.3 TRAFFIC CONTROL The CONTRACTOR shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices, necessary to safeguard the general public and the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use overnight shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction to the CITY for review and approval. This plan shall be submitted a minimum of five (5) working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file with the CITY. Approval by the CITY shall in no way relieve the CONTRACTOR from maintaining proper controls at all times.

2-16 STORAGE OF EQUIPMENT AND MATERIALS Construction equipment shall not be stored in streets, roads, or highways without obtaining the approval of the CITY, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (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 and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the CITY.

2-16.1 STOCKPILE SITES Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the CITY. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the CITY prior to commencing operations.

2-17 GENERAL PROVISIONS The specification of any action or remedy that may be taken by the OWNER or the CITY pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the CITY, but shall be cumulative with all other actions, rights, and remedies contained herein.

2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY CITY.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City CITY.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed, therefore.

2-19 AWARD OF CONTRACT The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

(A) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY, 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, which is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provision of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.
- 3) 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.

(B) The CITY shall promptly investigate the conditions, and if he 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 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.

(C) In the event that a dispute arises between the CITY and the 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.

2-21 ACCESS TO PROPERTY Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The CITY will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five (\$25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic, or subcontractor is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the CONTRACTOR with reasonable notice and written permission of the CITY. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays, or City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These will be provided to the CONTRACTOR. City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover CITY, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. CONTRACTOR agrees the CITY shall deduct such charges from payment due the CONTRACTOR.

- 2-23 DUST CONTROL CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All costs for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PMIO) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

- (A) Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
- (B) Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or



- (C) Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

- (A) Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
- (B) Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation, or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited.”

- 2-24 NOISE CONTROL Noise generating construction equipment activities shall be limited to hours specified in §3-11.02 of the Madera Municipal Code.

All construction equipment shall be maintained according to manufacturers' specifications and noise generating construction equipment shall be equipped with mufflers.

- 2-25 CLEAN-UP The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed, and the entire site shall present a clean, workmanlike appearance. Any damage to paint work

caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as manways, gutters, and intersections shall have the surfacing mix removed as specified by the CITY. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

2-26 SPREADING EQUIPMENT Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;
- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance, and wear condition of the tamper bar on paver screeds so equipped.

2-27 24-HOUR CUSTOMER ACCESS Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

2-28 FEDERAL BUILD AMERICA, BUY AMERICA ACT (BABAA) All products must meet BABAA requirements on Federally funded projects.

CONTRACTOR shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.