

SECTION 1 GENERAL CONDITIONS

1.01 PURPOSE

The purpose of these Standard Construction Specifications is to provide certain minimum standards of materials and methods of construction, repair or alteration of improvements located within public rights-of-way, or easements and other improvements for which the Development Engineering Division of the Community Development Department, is responsible for plan checking and the Construction Management and Facilities Development Division of the Capital Project Department is responsible for construction inspection. These improvements include, but are not limited to, grading, streets, sanitary sewer facilities, storm drainage facilities, water distribution facilities, streetlights, traffic signals, landscaping, irrigation and other improvements. Any item not included in these Standard Construction Specifications and Standard Drawings shall be constructed in accordance with the latest edition of the State of California, Department of Transportation, Standard Specifications and Standard Plans (State Standard Specifications and Standard Plans). In the event of conflict between these Standard Construction Specifications and Standard Drawings and the State Standard Specifications and Plans, these Standard Construction Specifications and Standard Drawings shall govern.

Definitions of various terms within the City Standard Construction Specifications shall be in accordance with the State Standard Specifications and as modified by Section 1 of the Design Standards (Division 1) and Section 1.02 DEFINITIONS, below of these City Standard Specifications.

Unless otherwise excluded or superseded by specific City Capital Improvement Project technical specifications or special provisions, these Standard Construction Specifications shall apply to all materials and methods of construction for work performed either under direct contract with the City of West Sacramento, City approved land development plans, or for work performed under contract with other parties for future acceptance by the City for maintenance and/or operations.

1.02 ABBREVIATIONS

The following abbreviations supplement and modify the Abbreviations in the State Standard Specifications Section 1-1.06 and shall be used in these Standard Construction Specifications:

AA	Aluminum Association
AASHTO	American Association of State Highway/Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	American Concrete Institute

AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
JICS	Joint Industry Conference Standards
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Building Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970

PCA	Portland Cement Association
RWQCB	CA Regional Water Quality Control Board
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWRCB	CA State Water Quality Control Board
UBC	Uniform Building Code
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

1.03 DEFINITIONS

In these City Standard Construction Specifications, the intent and meaning of the terms that are used shall be as defined in the City Design Standards (Div. I) of these Standard Specifications and State Standard Specifications, except as modified or added hereafter.

- A. ACCEPTANCE - The formal acceptance by the City of Work completed under the approved City Encroachment Permit which has been completed in all respects in accordance with permit requirements, these Standard Construction Specifications and any approved modifications. Larger development projects may require acceptance by City Council formal acceptance.
- B. AS- BUILT PLANS - Drawings prepared by the Developer or Contractor that document changes to, or deductions from the approved Plans which represent the Work constructed.
- C. AGENCY - City of West Sacramento
- D. AS APPROVED - The words "as approved" unless otherwise qualified, shall be understood as to be followed by the words "by the Engineer."
- E. AS SHOWN, AND AS INDICATED - The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Plans."
- F. COUNTY - County of Yolo.
- G. DATUM - The figures given on the drawings after the word: "Elevation" or an abbreviation of it, shall mean U.S.G.S. datum unless otherwise noted.
- H. ELEVATION - The figures given on the Plans after the word: "Elevation" or an abbreviation of it, shall mean the distance in feet above the standard Datum used by the City.

- I. FIELD INSTRUCTIONS OR FIELD ORDERS - Direction given in writing by the Engineer or designated representative.
- J. HIS - "His" shall include "her", "their", and "its."
- K. INSPECTOR OR CITY INSPECTOR - The person or persons authorized to act as agent(s) for the City in the inspection of the Work.
- L. LABORATORY - Material Testing Laboratory authorized by the City Engineer or representative of the City to test materials or work completed dur the course of completing the construction project.
- M. OR EQUAL - The term "or equal" shall be understood to indicate that the "equal" product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.
- N. PLANS OR DRAWINGS - The term "Plans or "Drawings" refers to the official City approved plans, profiles, cross sections, elevations, details, and other Working Drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed.
- O. PLANT - All physical resources, facilities, machinery, equipment, staging, tools, work and storage space other than provided by the approved Development Agreement or Encroachment Permit, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.
- P. PROJECT - The entire Work to be completed under the approved Development Agreement or Encroachment Permit.
- Q. SHOP DRAWINGS - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings, electronic systems).
- R. SITE - The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be shown on the City approved Construction Plans.
- S. SPECIFICATIONS - The term "specifications" refers to the terms, provisions, and requirements contained herein this document. Where reference specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these City approved Construction Plans.
- T. SUBCONTRACTOR - The term "Subcontractor," as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of the work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.
- U. WORK - All actions which the Contractor is contractually required to do as specified, indicated, shown, contemplated, or implied in the City approved Construction Plans or Encroachment Permit to construct the improvements, including all alterations, amendments, or extensions made by the Developer or Contractor that are approved

by the City Engineer or other written orders or directives by the City. Unless specified otherwise in the City approved Construction Plans, the Work is further defined to include furnishing all materials, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the Work.

- V. WORKING DRAWINGS - Drawings furnished by the Contractor showing the layout and details of temporary construction procedures and methods of construction, and data for construction equipment which are to be employed in the construction of the permanent facility (e.g., form drawings, erection drawings, load test pile procedures, pile hammer data, etc.)
- W. WRITTEN NOTICE - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. mail to the last business address known to him who gives the notice as specified in the City approved Construction Plans or Encroachment Permit.

1.04 CHANGES IN THE WORK

- A. The City may, at any time, by written order, make changes in the Work as deemed necessary by the Engineer. Such changes include, but are not limited to:
 - 1. In the Plans or Specifications;
 - 2. In the sequence, method, or manner of performance of the Work;
 - 3. In the City-furnished facilities, equipment, materials, services, or site; and
 - 4. Directing acceleration of the Work.

1.05 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- A. MATERIAL THAT THE CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25110 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- B. SUBSURFACE OR LATENT PHYSICAL conditions at the Site differing from those indicated on the City approved Construction Plans; or
- C. UNKNOWN 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.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that the construction does involve hazardous waste or does materially differ, the Developer and /or Contractor shall be directed to develop and submit a plan to the Engineer to resolve the issue and proceed with construction. Work impacted by the differing site conditions shall not proceed until such time as the submitted work plan is approved by the Engineer. The City nor the Engineer shall be liable or responsible for additional work, costs, or changes to the Work

due to material difference between actual conditions and any geotechnical, soils, and other reports, surveys, and analyses made available for the Developer's or Contractor's review.

1.06 GUARANTEE

Unless otherwise provided in the Developer's agreement requiring specific maintenance warranties or other requirements, the guarantees and warranties shall remain in effect for a period of one (1) year after final acceptance of the Work by the City.

- A. THE CONTRACTOR unconditionally guarantees all materials and workmanship furnished hereunder and agrees to replace the same at its sole cost and expense, and to the satisfaction of the Engineer, any and all materials which may be defective or improperly installed during the guarantee period.
- B. THE CONTRACTOR SHALL repair or replace, to the satisfaction of the Engineer, any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work, which may be damaged or displaced in so doing.
- C. IN THE EVENT OF FAILURE to comply with the above stated conditions within a reasonable time, the City is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal, and other consultant fees incurred to enforce this Section.

1.07 AUTHORITY OF THE ENGINEER

- A. THE ENGINEER is the representative of the City and has full authority to interpret the City approved Construction Plans or Encroachment Permit requirements, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the Work and his decisions on these matters, shall be final and conclusive. The Engineer has the authority to reject all work and materials which do not conform to the above documents and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work. The Engineer's failure to stop the Work shall not obligate the City to accept defective or otherwise unacceptable work or otherwise affect the Engineer's or City's authority to reject work for any reason.
- B. THE ENGINEER SHALL HAVE the authority to make minor variations in the Work from the requirements of the City approved Construction Plans or Encroachment Permit requirements. These may be accomplished by Field Order. Contractor shall comply promptly with all Field Orders.
- C. ANY ORDER GIVEN BY the Engineer shall, on request of the Contractor, be given or confirmed by the Engineer in writing.
- D. Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

1.08 PERMITS AND REGULATIONS

- A. PERMITS AND LICENSES, of a temporary nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor.
- B. THE CONTRACTOR SHALL give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as shown on the City approved Construction Plans or required by the City Encroachment Permit. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

1.09 COOPERATION OF CONTRACTORS

- A. SHOULD CONSTRUCTION BE under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the Site (including material sources) at any time, by the use of other forces.
- B. WHEN TWO (2) OR MORE CONTRACTORS are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons, or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion.

1.10 SUPERINTENDENCE

- A. The Contractor shall designate in writing, before starting work, an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the Site of the Work at all times while work is actually in progress on the Contract. When the Work is not in progress and during periods when the Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work, which may be required.
- B. The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.
- C. Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or

foreman who may have charge of the particular work in reference to which the orders are given.

- D. Any order given by the Engineer, not otherwise required by the Plans or Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Engineer in writing.

1.11 INSPECTION OF THE WORK

- A. Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Engineer shall not be required to make comprehensive or continuous inspections to check the quality of the Work. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the Work. Visits and observations made by the Engineer shall not relieve the Contractor of Contractor's obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.
- B. Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Engineer and other agents of the City, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.
- C. One or more inspectors may be assigned to observe the Work by the Engineer and to act in matters of construction. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of the Contractor's obligation to conduct comprehensive inspections of the Work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions.
- D. The Engineer and the Engineer's representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the City, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.

- E. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of City-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective.
- F. The inspection of the Work shall not relieve the Contractor of the Contractor's obligation to complete all construction as required on the approved plans, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, the Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor fails to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after written direction by the Engineer, the City may make the ordered repairs, or remove the condemned materials, and charge the Contractor for all such charges demanded by the City prior to final acceptance.
- G. The Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- H. Where any part of the Work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.
- I. The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or the Engineer's authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply.

1.12 TESTS

The Contractor shall perform, at the Contractor's own expense, all tests specified or required by the Plans or these Standard Construction Specifications. The Engineer may perform such tests as the Engineer deems necessary to determine the quality of work or compliance with

Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the Work. The Contractor shall not be required to reimburse the City for tests performed by the City or Engineer unless there is more than one failure. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

1.13 REMOVAL OF REJECTED OR UNAUTHORIZED WORK OR MATERIALS

- A. All work or materials, which have been rejected, shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation shall be allowed the Contractor for such removal, replacement, or remedial work.
- B. Any work done beyond the lines and grades shown on the plans or established by the Engineer or any Extra Work done without written authority will be considered as unauthorized work. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- C. Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the City may cause rejected or unauthorized work to be remedied, removed, or replaced.

1.14 EQUIPMENT AND PLANTS

- A. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.
- B. Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.
- C. The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants. Contractor shall, upon request of the Engineer, submit one or more lists identifying, by make, model number, Contractor's identification number and empty gross weight, each piece of operable equipment used for the Work. Contractor shall, upon request of the Engineer, submit documentation establishing that any measuring device used for the Work has been tested and properly approved under California Test 109.D. In the case of termination of the Development Project before its completion for any cause whatsoever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City. If the Contractor fails to do so, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

1.15 USE OF COMPLETED PORTIONS. RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES

- A. The City may, at any time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by City labor or other contracts, and for other purpose in connection with the installation of facilities. In doing so, the City shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the City.
- B. If, prior to completion and final Acceptance of all the Work, the City takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the City is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the City shall not relieve the Contractor from any provisions of the approved Plans and these Standard Construction Specifications regarding such structure, other than to the extent specified in the preceding sentence, nor shall such taking constitute a final Acceptance of such structure or facility.
- C. If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the City shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the City.

1.16 MATERIALS

- A. UNLESS OTHERWISE specifically stated in the City approved Construction Plans, the Contractor shall furnish all materials necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to ensure completion of the Work in accordance with the City approved Construction Plans. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.
- B. WHERE MATERIALS ARE to be furnished by the City, the type, size, quantity and location at which they are available will be stated in the City approved Construction Plans or as specified within a formal Developer agreement with the City.
- C. MANUFACTURERS' WARRANTIES, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance all work in the City approved Construction Plans and requirements of the City Encroachment Permit.

1.17 STORAGE OF MATERIALS

Articles or materials to be incorporated in the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection.

1.18 TRADE NAMES AND ALTERNATIVES

Whenever a material, article, system or sub-system is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required. It shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.

The City reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in the City's best interest.

Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review. Such requests shall not be accepted from anyone other than the Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.

- A. Contractor's Risk. If the Contractor proposes any material, product or equipment that the Contractor considers equivalent to that specified, the Contractor assumes all risk of any sort associated with Acceptance or rejection of proposed equivalent items.
- B. Submission Requirements. Each submission for equivalency review shall include:
 - a. Justification for use of the proposed equivalent item(s), including evidence, as applicable, that specified material, product or equipment is unobtainable or unobtainable within an acceptable time for reasonable construction completion;
 - b. A description of the difference between specified item(s) and proposed equivalent item(s) and the comparative advantages and disadvantages of each;
 - c. All relevant data addressing each specified parameter to show equivalency;
 - d. A prediction of any effects the proposed change will have on operation and maintenance costs where applicable.
- C. Equivalency. An item will be considered equivalent to the item specified if it is equal to or better in:
 - a. Design and strength in all sub-parts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and
 - b. Specified parameters in performance in all respects for the specific function(s) indicated in the contract.
- D. Supplemental Requirements. Any tests required by the City to establish quality and performance standards shall be promptly conducted by or through the Contractor at no additional cost to the City. In addition, the Contractor shall:

1. Submit any additional data requested by the Engineer for the equivalency review; and
 - b. Satisfactorily accomplish all changes, including any Engineering associated with use of equivalent items, at no additional cost to the City.
- E. Equivalency Determinations. The Engineer shall be the sole judge as to equivalency determinations. The Engineer's decision shall be final. The Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

1.19 CERTIFICATE OF COMPLIANCE

- A. A Certificate of Compliance shall be furnished prior to the use of any materials for which the Plans or Specifications require that such a certificate be furnished. In addition, when so authorized in the Plans, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.
- B. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- C. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- D. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

1.20 COMPLIANCE WITH LAWS – PERMITS, REGULATIONS, TAXES

The Contractor is an independent contractor and shall, at the Contractor's sole cost and expense, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance, and contributions for social security and unemployment which are measured by wages, salaries, or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. The Contractor shall also pay all property tax assessments on materials or equipment used until Acceptance by the City. If any discrepancy or inconsistency is discovered in the City approved Construction Plans in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall

forthwith report the same to the Engineer in writing. The Contractor shall also protect, defend, and indemnify the City in accordance with the insurance requirements required in the City Encroachment Permit against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order, or decree, whether by the Contractor or by its employees. Particular attention is called to the following:

- A. WITHOUT LIMITATION, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor, and any other applicable federal regulations.
- B. THE CONTRACTOR, upon request, shall furnish evidence satisfactorily to the City and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the City that he is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that he has, and will have, throughout the progress of the Work, the necessary experience, skill, and financial resources to enable him to perform this Contract. The same requirement applies to all levels of Subcontractors which the Contractor or Contractor's Subcontractors contracts with who are used in the construction work under this Contract.
- C. CONTRACTOR IS REQUIRED to ensure that material safety data sheets (MSDSs) for any material requiring a material safety data sheet pursuant to any federal or state law are available in a readily accessible place on the Project premises. Contractor is also required to ensure:
 - 1. The proper labeling of any substance brought onto the Project premises by Contractor or any Subcontractors; and
 - 2. That the person(s) working with the material, or within the general area of the material, are appropriately informed and instructed about the hazards of the substance and follow proper handling and protection procedures.
- D. CONTRACTOR IS REQUIRED to comply with the provisions of California Health and Safety Code Section 25249.5 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

1.21 UNDERGROUND UTILITIES

- A. IN ACCORDANCE WITH Government Code Section 4215, the Contractor shall exercise reasonable care and removing or relocating existing main or trunkline utility facilities which are not indicated in the City approved Construction Plans with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing, or relocating such utilities.

- B. THE CONTRACTOR SHALL take all precautions necessary to protect the existing utilities within the project area. Any utilities damaged due to the Contractor's negligence shall be repaired or restored to their original condition at the Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the Engineer.
- C. THE CONTRACTOR SHALL provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.
- D. THE CONTRACTOR SHALL notify the Engineer and appropriate Regional Notification Center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire, and other structures. The Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Northern California (USA) at 811.
- E. THE CONTRACTOR IS ADVISED that the State of California does not participate in USA. The Contractor is required to notify Caltrans Permits Branch (916) 322-1297 for the location of state facilities.
- F. THE CONTRACTOR SHALL not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.
- G. THE CITY PUBLIC WORKS DEPARTMENT Utility Maintenance Division will make repairs to all City owned utilities damaged by the Contractor during the course of construction unless directed otherwise by the Engineer. The Contractor shall be required to pay all labor, material, and equipment costs incurred by the Utilities Maintenance Division for the repairs made to damaged water service laterals and water mains. The City will bill the Contractor for the repairs and the bills will be paid by the Contractor. The Contractor shall provide to the Engineer proof of payment of the repair bills prior to the issuance of final acceptance of the Work. The current labor and equipment rates for the City Public Works Department Utility Maintenance Division will be made available to the Contractor upon Contractor request at the preconstruction conference. The City shall have the right to deduct the total amount of any unpaid City repair bill from the money due or to become due the Contractor.
- H. THE CONTRACTOR IS RESPONSIBLE for having a private Utility Locator mark the location of all underground facilities outside of the City street right-of-way prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire, and other structures on any private property. Minor utilities with surface features (i.e., irrigation & electrical pull boxes) within and beyond the right-of-way should be located and marked by the Contractor if left unmarked by the utility purveyor.

- I. THE CONTRACTOR SHALL coordinate their activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof. Contractor shall be responsible for coordination of relocation or adjustments of any facilities within the project limits. At a minimum the Contractor shall coordinate their operations with the Underground Service Alert at 811 and all utilities referenced on the project construction plans.

1.22 WATER POLLUTION

The Contractor shall exercise every reasonable precaution to protect wetlands, streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said wetlands, streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Game Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

Before starting any work on the project, the Contractor shall submit, for acceptance by the City Engineer, a Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) to control water pollution effectively during construction of the project. The SWPPP or WPCP shall show all water pollution control measures which the Contractor proposes to take in connection with the construction of the project to minimize the effects of construction runoff during operations. The Contractor shall not perform any clearing or grubbing or earthwork on the project, other than that specifically authorized in writing by the City Engineer, until the program has been accepted and implemented.

Submittal: Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) - depending on project size.

The provisions in Section 13 "Water Pollution Control" of the State Standard Specifications shall apply to this contract unless otherwise stated in the City approved Construction Plans. The SWPPP or WPCP shall specify Best Management Practices (BMPs) that will prevent all construction pollutants from contacting storm water before, during, and post-construction with the intent of keeping all products of erosion from moving off site into receiving waters. Work also includes complying with the project SWPPP or WPCP provisions and providing a current approved copy which shall be on site during the duration of the project at all times. All work shall conform to City Standard Specifications and Details, the Caltrans Standard Specifications, the California Environmental Protection Agency, and as directed by the City Engineer.

1.23 PERMITS AND LICENSES

- A. THE CONTRACTOR SHALL procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall, at a minimum, possess and maintain the licenses and permits set forth on the approved plans or City Encroachment Permit.
- B. THE CONTRACTOR SHALL possess a Class “A” General Engineering Contractor’s License in the State of California, unless shown on the approved plans or City Encroachment Permit.
- C. THE CONTRACTOR IS responsible for obtaining a City of West Sacramento business license and furnishing a copy to the Engineer prior to the commencement of work.
- D. THE CONTRACTOR IS responsible for obtaining a City Encroachment Permit to do the work and complying with all conditions and requirements of the permit.
- E. THE CONTRACTOR IS responsible for obtaining a Caltrans Rider Encroachment Permit to do all work within Caltrans Right-of-Way and complying with all conditions and requirements of the permit.
- F. THE CONTRACTOR IS responsible for obtaining a City Fire Hydrant Permit for construction water prior to construction. The permit for temporary construction water shall be obtained at the City Public Works office located at 4300 West Capitol Avenue, West Sacramento; Phone: (916) 617-4850. The Contractor shall be held to all responsibilities and conditions of the Fire Hydrant Permit and the Hydrant Meter Policy. The Fire Hydrant Permit will be provided to the Contractor upon payment of permit fees. All City equipment issued to the Contractor under the Fire Hydrant Permit shall be returned to the City prior to issuance of the Contract acceptance. All costs for repairing and/or replacement of any lost or damaged City equipment, including repair of hydrants damaged as a result of use by the Contractor, shall be paid prior to project acceptance. Contractor shall not leave hydrant meter unattended or leave meter on hydrant during non-working hours.
- G. THE CONTRACTOR SHALL be responsible for submitting a completed Industrial Discharge Permit Application to Sacramento County Wastewater Source Control Section for all anticipated discharges of chlorinated water into the City sanitary sewer system. The permit application will require data on allowable flows into the system, times of discharge, concentrations of chlorine, etc. For information on obtaining an Industrial Discharge Permit Application contact Sacramento County Wastewater Source Control Section at (916) 876-6522.

1.24 CONTRACTOR LICENSE REQUIEMENTS

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO:

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS' STATE LICENSE BOARD
9821 BUSINESS PARK DRIVE
SACRAMENTO, CALIFORNIA 95827

MAILING ADDRESS
P.O. BOX 26000
SACARMENTO, CALIFORNIA 95826

1.25 PUBLIC CONVENIENCE

- A. THIS SECTION DEFINES the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.
- B. THE CONTRACTOR SHALL so conduct its operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights of the public.
- C. NOTIFICATION OF RESIDENTS AND BUSINESSES - Proper and timely notification of residents and businesses in the project areas is of utmost importance to the City. It is the responsibility of the Contractor to ensure that all residents and businesses receive written notice detailing streets, description of work, and dates and hours of work at least forty-eight (48) hours prior to the commencement of work. If the Contractor anticipates any delay in the work that exceeds the forty-eight (48) hour notice, the Contractor shall submit another notice to the resident or business indicating the extended window of delay. There shall be a limit of no more than forty-eight (48) hours for the extended window notification. Notifications are required.
The Contractor shall make every reasonable effort to ensure that written notification is received and acknowledged by residents and businesses located in the construction zone. The notification must be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the City to stop work.

Submittals: Notification to residents and businesses shall be submitted to the Engineer five (5) business days prior to the start of the notification period.

Notification to residents and businesses of extension of delay shall be submitted to the Engineer five (5) business days prior to the start of the notification period.

- D. THE CONTRACTOR SHALL maintain property access to all residences, businesses, and schools at all times unless approved otherwise by the Engineer. All portions of the driveway, concrete, and sidewalk removed during progress of work shall be replaced

within a maximum of five (5) days after concrete is removed. The section removed shall be backfilled with temporary material if work is delayed or anticipated to take longer than maximum allowable days. Notification shall be made to the residents or businesses at least forty-eight (48) hours prior to commencement of work and shall include when the concrete will be poured and completed.

Upon approval by the City Engineer, access to certain properties may be temporarily closed if all of the following conditions can be met:

1. No options exist to maintain property access and complete the project.
 2. Contractor has discussed the closure with the business owner in person.
 3. Residents or business owners have been notified in writing at least seven (7) calendar days in advance of the time and length of closure.
 4. Residents or business owners have been reminded of the closure in writing at least two (2) working days prior to the actual closure.
 5. Contractor has provided business with a contractor name and number to call with questions regarding the closure.
- E. FULL AND TEMPORARY closures require a minimum of forty-eight (48) hour notification to residents and shall be re-opened to the public with the least amount of inconvenience. Temporary access may be required for emergency vehicles at any time.

The Contractor shall inform the City Fire and Police Departments, Yolo Bus, Washington Unified School District, and Waste Management at least two (2) working days prior to the commencement of construction activities.

The Contractor shall not impair or impede refuse and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste hauler and recycling operators are scheduled to operate within the project area and to develop a project schedule that will not impair or impede the waste hauler or recycling operations. The Contractor shall inform all residents not to leave yard waste on the street until the scheduled pick-up day. If the yard waste is left on the streets, it shall be the Contractor's responsibility to remove or arrange for proper removal of the items at no additional cost to the City. Likewise, if the waste hauler or recycling operations must return for pick-up due to Contractor activity, any additional charges shall be the responsibility of the Contractor.

- F. UNLESS OTHERWISE PROVIDED in the Contract Documents, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. In order to expedite the passage of public traffic through or around the work, the Contractor shall install as appropriate signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work.

- G. SPILLAGE RESULTING FROM hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.
- H. CONSTRUCTION OPERATIONS SHALL be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- I. NOISE CONTROL SHALL conform to the provisions in Section 14-8.02, "Noise Control" of the State Standard Specifications and City Noise Ordinances. This requirement in no way relieves the Contractor from responsibility for complying with all ordinances regulating noise level.

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

- J. CONVENIENT ACCESS TO driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable. These requirements are in addition to paragraph D above.
- K. WATER SHALL BE supplied for the alleviation or prevention of dust nuisance as provided in the Contract Documents or directed by the City Engineer. Any water obtained from a fire hydrant within the City of West Sacramento shall be subject to a fire hydrant permit issued by the Public Works Department of the City of West Sacramento. Obtaining a City Fire Permit is described in Section 1.1310 F. above.
 - 1. Air pollution control shall conform to the provisions in Section 14-9.02, "Air Pollution Control," of the State Standard Specifications.
 - 2. Dust control shall conform to the provisions in Section 14-11.04, "Dust Control," of the State Standard Specifications and these Special Provisions.
- L. ALL MUD AND DEBRIS shall be removed by regular sweeping and vacuuming in the construction area and along the materials hauling routes. All materials transported by truck shall be covered or wetted down. All inactive portions of exposed construction or staging site shall be watered with appropriate dust suppressant or covered. During periods of high winds when dust control measures are unable to avoid visible dust plumes, all earthmoving or other dust-producing activities shall be suspended. Sweeping activities shall conform to the provisions in Section 13-4.03F, "Sweeping," of the State Standard Specifications.
- M. FLAGGERS AND GUARDS, while assigned to traffic control, shall perform their duties, and shall be provided with the necessary equipment in accordance with the current "Flagging Instruction Handbook" of the California Department of Transportation. The

equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

N. ALL TRAFFIC CONTROL SHALL be in accordance with the California Manual on Uniform Traffic Control Devices (California MUTCD, latest edition) Part 6 and this Section 1.14.

1. Traffic Control Plans - Traffic Control Plans. Prior to starting work, the Contractor shall submit to the Engineer a proposed detailed Traffic Control Plan (TCP) for approval. The TCP shall include, but not be limited to, signing, pavement markings, construction scheduling, temporary barricades, methods and devices for permanent and temporary delineation and channelization, placement and maintenance of devices, roadway lighting, traffic regulations, surveillance and inspection, and be in accordance with the State of California, Department of Transportation Standard Specifications latest edition adopted and the California Manual on Uniform Traffic Controls Devices (California MUTCD - latest edition adopted) and this section. The TCP shall be prepared by a California Registered Civil or Traffic Engineer and be submitted to the Engineer at least five (5) working days prior to the start of work to allow for an approved TCP a minimum of two (2) working days prior to the start of any work. The TCP requirement for preparation by a Registered Engineer may be waived by the City Engineer for small or non-complex construction projects.

All proposed street closures shall be clearly identified in the TCP and shall conform to "Traffic Control Devices and Procedures" below. Contractor shall provide written notice to the Engineer or City Inspector five (5) working days prior to an anticipated street closure, including the requirement for placing an existing traffic signal on all red flash per an approved TCP. In addition, construction area signs (including changeable message signs) for street closure and detours shall be posted a minimum of five (5) days prior to the commencement of street closure. The Contractor shall maintain safe pedestrian traffic through the project limit at all times.

2. Traffic Control Devices and Procedures - Traffic control devices and procedures shall conform to the California Manual of Traffic Control Devices (California MUTCD), Part 6 and this Section 1.14. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Temporary Traffic Control" of the State Standard Specifications and these General Conditions.

The Contractor shall install all construction area signs as shown on the TCP within two (2) working days of issuance by the City of the Notice to Proceed for the Contract, unless otherwise approved by the Engineer.

The Contractor shall notify the appropriate regional notification center or

operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation of construction area signposts. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert - Northern California (USA)	1(800) 227-2600 or 811

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Utility denotations placed within project limits shall be removed prior to completion of work.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under “Prequalified and Tested Signing and Delineation Materials” in Section 20.09 of Division IV of the City Standard Specifications.

Type IV retroreflective sheeting for sign panels for portable construction area signs shall conform to the requirements specified under “Prequalified and Tested Signing and Delineation Materials” in Section 20.09 of Division IV of the City Standard Specifications.

Barricades shall be furnished, placed, and maintained at the locations designated by the Engineer, or as required by construction work shown on the plans and shall conform to the provisions in Section 12, “Temporary Traffic Control” of the State Standard Specifications and these General Conditions.

Portable delineators shall be furnished, placed, and maintained at the locations designated by the Engineer, or as required by construction work shown on the plans and shall conform to the provisions in Section 12, “Temporary Traffic Control” of the State Standard Specifications and these General Conditions.

Type II retroreflective sheeting for stripes on barricade rail faces shall conform to the requirements specified under “Prequalified and Tested Signing and Delineation Materials” in Section 20.09 of Division IV of the City Standard Specifications.

Construction area signs conforming to the requirements in Section 12-3, “Temporary Traffic Control Devices” of the State Standard Specifications shall be installed on barricades as directed by the Engineer at the locations or as required

by construction work shown on the plans.

Traffic Cones shall conform to the provisions in Section 12-3.02, "Traffic Cones," of the State Standard Specifications.

The type of reflective cone sleeves used shall be at the option of the Contractor. However, only one type of reflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in Section 1.14 N. (4) below.

Work shall not commence at any given location until warning signs, appropriate traffic control devices and flaggers, if required, are in proper position and approved by the Engineer. All signs shall be reflectorized and be visible and legible for a distance of three hundred (300) feet at night. Flaggers shall be stationed at cross streets where necessary.

The Contractor's failure to comply with the above requirements will be sufficient cause for the Engineer to immediately suspend work until compliance is achieved.

Personal vehicles of the Contractor's employees shall not be parked in the traveled way including any section closed to public traffic.

Flaggers are mandatory at locations where equipment is intermittently blocking a traffic lane, or where only one lane is available for two-direction traffic. One flagger is required for each direction of traffic affected where only one lane is available or when required by the Engineer. When less than twenty (20) feet of street width is available for two-directional traffic, one lane control shall be imposed with appropriate flaggers. Flaggers shall wear approved distinctive clothing. Flaggers shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.

Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The Contractor shall be solely responsible for traffic control, and non-compliance with any stipulation of this section will be justification for the City to stop work.

3. Closure/Use of On-Street Parking and Removal/Relocation of Parking Meters. As part of the City Encroachment Permit application and approval process, the Contractor shall apply for the closure/use of on-street parking and/or removal/relocation of parking meters at www.WestSacPark.org or by emailing parking@cityofwestsacramento.org.

Upon approval and payment of applicable fees, the Contractor shall post notification for the elimination of on-street parking, if required, at least seventy-two (72) hours, but not more than one hundred and twenty (120) hours prior to the start of work.

Notification Requirements:

- The notification must follow the current California Manual on Uniform Traffic Control Devices ("MUTCD") standard and be a 12" x 18" red and white "Tow-Away No Parking" sign, stating:
- "Tow-Away No Parking (insert date and timeframe) For Towed Vehicles Phone (916) 372-3375"
- The sign must be affixed on both sides of a Type II barricade placed within the on-street parking lane, with a maximum spacing of 40 feet.
- Alternative placement methods require prior approval from the Parking Manager.

The Contractor shall periodically, but at a minimum once per day every day they are working on the project site, check for missing, collapsed, damaged, or improperly placed signs and make necessary corrections to ensure compliance with this section.

Once the no parking period ends, the Contractor shall promptly remove the Type II barricade(s) within 48 business hours.

All notifications shall be in a form approved by the Engineer and Parking Manager.

Failure to comply with any stipulations in this section will be justification for the City to stop work.

4. Lane Closures - All lane closures shall be included in the Traffic Control Plans and shall both conform to Section 1,14 N.2. above and be approved by the Engineer.

Total road closures will not be allowed for the Project unless specifically detailed on the project plans or formal written permission is granted by the Engineer specifically detailing the total time of closure, including date of closure and reopening.

Traffic Control System shall include closing of traffic lanes in accordance with construction work shown on the plans, the provisions of Section 12, "Temporary Traffic Control," of the State Standard Specifications, and these General Conditions.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7 1.04, "Public Safety," of the State Standard Specifications or as directed by the Engineer.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

1.26 CONTINUOUS OPERABILITY OF FACILITIES

Absent written permission by the Engineer, the continuous operation of all existing facilities is required and shall in no way be affected by the Work.

1.27 SAFETY

A. GENERAL

1. The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.
2. The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the City responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel, or occupancy by any person.
3. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas, materials, equipment, or tools as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation, and in sump pump work.
4. All work and materials shall be in strict accordance with all applicable state, federal, and local laws, rules, regulations, and codes.
5. Nothing in this Work is to be construed to permit work not conforming to governing law. When City approved Construction Plans differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.
6. The Contractor shall submit a safety plan and/or narrative description to the Engineer prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at the Site.
7. The Contractor shall submit a health and safety plan to the Engineer prior to commencement of the work. This health and safety plan shall describe all first aid, safety clothing, etc. to be used at the Site. The health and safety plan shall also include measures to control work exposure to soil and measures to control airborne dust, prevent toxic ingestion, and control runoff.

Submittals: The Contractor shall provide a Health and Safety Plan prior to start of construction.

B. SHORING AND TRENCH SAFETY PLAN

1. Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.
2. In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five (5) feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer working drawings of his trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by the Contractor or its Subcontractors.

1.28 BLASTING

Except for exceptional circumstances, blasting shall be prohibited. Accordingly, bids should be prepared on the basis that no blasting will be permitted. Should blasting be required and expressly approved by the City, the City will issue a Change Order for blasting work.

1.29 PROTECTION OF PERSONS AND PROPERTY

- A. THE CONTRACTOR SHALL take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery, and other landscape improvements that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the City's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

- B. THE CONTRACTOR SHALL adopt all practical means to minimize interference to traffic and public inconvenience, discomfort, or damage. The Contractor shall protect against damage to any pipes, conduits, or other structures crossing the trenching or encountered in the Work and shall be responsible for any damage done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support, repair, or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by his operations and, under all circumstances, Contractor must comply with the laws and regulations of the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.
- C. THE CONTRACTOR IS cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition at least equal to what existed prior to his entry onto the job.
- D. TYPE AND TIME OF construction required at any road subject to interference by the work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way and affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flaggers, guardrails, barricades, signals, warning signs, and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of materials. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization, and dust control measures, as required and directed.
- E. THE CONTRACTOR SHALL examine all bridges, culverts, and other structures over which he will move his materials and equipment, and before using them, Contractor shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

1.30 RESPONSIBILITY FOR REPAIR OF FACILITIES

- A. All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds, and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement

damage to such facilities or adjoining areas for a period of one (1) year after acceptance of such required facilities.

- B. The Contractor shall be required to document all existing structures, facilities, frontages, and backyards including curb and gutter, sidewalk, driveways, fences, patios, walkways, and landscaping on video and/or digital photos. The video will be used to determine damages caused by the Contractor's construction operations that will be repaired at the Contractor's cost. It is to the Contractor's advantage to have a detailed video of any existing damage so that its cause will not be disputed. Any damages or claims submitted to the City to existing structures, equipment, vehicles, facilities, frontages, and backyards not clearly depicted in the video will be the responsibility of the Contractor to repair at his cost. A copy of said video tape shall be submitted to the City prior to the start of construction.

Submittals: The Contractor shall provide a Video and Digital Photos of Existing Improvements on a City approved storage device prior to start of construction.

1.31 CITY'S REPAIR

In the event the Contractor refuses or neglects to make good any loss or damage for which he is responsible under the approved Work and City Encroachment Permit requirements, the City may itself or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses shall be paid by the Contractor prior to acceptance of the project by the City.

1.32 HISTORICAL, SCIENTIFIC AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of work, shall become City property. Such findings shall be reported immediately to the Engineer who will determine the method of removal, where necessary, and the final disposition thereof.

The Contractor shall stop work and report immediately to the Engineer in case of discovery of human remains and inadvertent discovery of archaeological resources.

A pre-construction tribal cultural resources awareness training program may be required for all consultants and contractors involved in the project.

1.33 INSURANCE AND BONDING

The Developer/Contractor shall meet all Insurance and Bonding requirements as identified in the City Encroachment Permit. All insurance, including certificates, and bonds shall be maintained during the life of the Work or Projects unless otherwise revised in writing by the City Engineer.

1.34 NO PERSONAL LIABILITY

Neither the City, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under this construction work, except such obligations as are specifically set forth herein.

1.35 PROTECTION OF WORK

- A. THE CONTRACTOR SHALL be responsible for the care of all the Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the City and the Contractor and his sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law.
- B. THE CONTRACTOR SHALL effectively secure and protect adjacent property and structures, livestock, crops, and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain workroom, the Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining, and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

- C. THE CONTRACTOR SHALL use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Engineer.
- D. THE CONTRACTOR SHALL be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- E. THE CONTRACTOR SHALL see that the Site is kept drained and free of all ground water and any other water, which may impede the progress or execution of the Work.
- F. THE CONTRACTOR SHALL be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
- G. IN AN EMERGENCY affecting the safety of life, the Work, or adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and the Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section 2.07. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive.
- H. EXCEPT AS PROVIDED by Government Code Section 4215, the Contractor shall be responsible for the removal, relocation, and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the City approved Construction Plans. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify the Engineer in writing.
- I. SUBJECT TO THE PROVISIONS of this Section, where the Work to be performed under the City approved Construction Plans crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

1.36 SUSPENSION OF WORK

The Engineer may at any time, by notice in writing, to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, his Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.

The City may at any time suspend any part or all of the Work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Engineer. Work shall be resumed by the Contractor after such suspension upon written notice from the City.

1.37 ACCIDENTS

- A. THE CONTRACTOR SHALL provide and maintain, in accordance with Labor Code Section 6708 and OSHA requirements, adequate emergency first-aid treatment for his employees and anyone else who may be injured in connection with the Work.
- B. THE CONTRACTOR SHALL promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the Work, whether on or adjacent to the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage are caused, the accident shall be reported immediately by, telephone or messenger to the City Engineer.
- C. 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 Engineer, giving full details of the claim.

1.38 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 accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at his own expense unless designated otherwise in the City approved Construction Plans or Encroachment Permit. Materials or equipment to be salvaged during construction as required by the approved construction plans or as directed by the Engineer shall be removed and provided in good working order to the City Public Works Corporation Yard. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing pipe, materials and/or equipment removed pursuant to this Project shall become the Contractor's property.

Upon completion of the Work, the Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the Contractor or used under the Contractor's direction during the construction, and in the event of the Contractor's failure to do so, the same may be removed by the City after ten (10) calendar days' notice to the Contractor. Such removal shall be at the expense of the Contractor.

The Contractor shall use care in the removal of materials and equipment so as not to cause damage to existing facilities and structures. Contractor shall assume liability for all such damage. Where the construction has crossed yards or driveways, restoration shall be by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

The Contractor shall make its own arrangements for the disposal of waste materials. If the Contractor elects to dispose of such materials on private property, Contractor shall obtain written permission from all property owners involved.