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## **1-00 DEFINITION AND TERMS**

### **1-01 CITY**

Whenever the word "City" is used it shall be understood to mean The City of Ripon acting by or through its duly elected or appointed officers or officials or their authorized assistants.

### **1-02 ENGINEER**

Whenever the word "Engineer" is used it shall be understood to mean the City Engineer acting directly or through his authorized assistant or representative.

### **1-03 CONTRACTOR**

Whenever the word "Contractor" is used it shall be understood to mean the person, firm or corporation executing the works of improvement.

### **1-04 THE WORK**

All of the work specified in these General Conditions, the Special Provisions, the Proposal, the Contract, or indicated on the Plans as the contemplated construction, alteration or improvement covered by the Contract, shall include the furnishing of all labor, material, tools, equipment or other devices and the doing or performing of all things required to be done for the fulfillment of the Contract.

### **1-05 STATE**

Whenever the word "State" is used it shall be understood to mean and refer to the State of California.

### **1-06 COUNTY**

Whenever the word "County" is used it shall be understood to mean and refer to the County of San Joaquin, acting by or through its duly elected or appointed officers or officials or their authorized assistants.

### **1-07 CALIFORNIA STANDARD SPECIFICATIONS**

Sections 1 through 95 of the latest State of California, Department of Transportation (Caltrans), Standard Specifications, are incorporated into the City of Ripon, Standard Specifications and made a part thereof. All work and materials shall conform to these Specifications where applicable. Where the City of Ripon Specifications and the State of California Specifications conflict, the City of Ripon Specifications shall take precedence over and be used in lieu of such conflicting portion.

### **1-08 A.S.T.M. SPECIFICATIONS**

A.S.T.M. Specifications referred to are the latest revision of the Standard Specifications of the American Society for Testing Materials.

### **1-09 A.W.W.A. SPECIFICATIONS**

A.W.W.A. Specifications referred to are the latest revision of the Standard Specifications of the American Water Works Association.

**1-10 CITY OF RIPON STANDARDS**

**1-10a** City of Ripon Standard Specifications and Standard Details adopted April 3, 2007.

**2-00 SCOPE OF WORK**

**2-01 WORK TO BE DONE**

The work to be done consists of the furnishing of all labor, methods or processes, implements, tools machinery, equipment, materials of construction and any other construction device, except as otherwise specified, which are necessary and required to construct, install and place in operation in complete order for use in the work more particularly described in the Special Provisions or Special Conditions of the specifications and as shown on the plans, and to leave the grounds in a neat condition.

**2-02 ALTERATION IN THE WORK**

**2-02a** The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The City reserves the right to make such alteration or deviation, addition to or omission from the plans and specifications as may be determined during the progress of the work to be necessary, advisable or in the best interest of the City for the proper completion of the works. Upon a written order from the Engineer, the Contractor shall proceed with the work as increased, decreased or altered as follows:

**2-02b** Alterations not involving changes in character of work: In the event the Contractor is ordered to make omissions or alterations involving an increase or decrease in the quantity of any item or portion of the work that do not materially change the character or extent of the work from that on which the Contractor's bid prices were based, no adjustment in the contract unit price will be made.

**2-02c** Alteration involving changes in character of the work: If the character or extent of the work is materially changed by reason of an order of the Engineer, from that on which the Contractor based his bid price, adjustment will be made on the basis of a lump sum as agreed upon between the Engineer and the Contractor, at the time the order is given.

**2-02d** The City may change the scope of the work required by the Contract Documents by adding or deleting work, materials, or equipment, and the Contractor shall perform the work required under this Contract as thus modified. In the event of such changes, the Contractors price shall be equitably

adjusted by written change order signed by both parties. If the parties cannot agree as to the amount of the equitable adjustment, then the contractor shall provide the City daily with a detailed summary of the cost of extra work, including the cost of labor, materials, equipment and subcontracts, and the owner shall reimburse this cost, monthly, concurrently with progress payments. The monthly reimbursement shall include a markup of seven percent (7%) to cover job site overhead, field overhead, and profit. The parties will continue to negotiate the final amount of the equitable adjustment to the Contract price, and if they do not agree, the final amount will be determined by arbitration if arbitration is provided for in the Contract Documents, otherwise by litigation.

### **2-03 EXTRA WORK AND MATERIALS**

**2-03a** The Engineer may, at any time during the progress of the work, order new and unforeseen items of work not covered by the specifications or shown on the plans but which are reasonably necessary for the proper completion of the work. Such work will be classed as extra work and will be ordered in writing by the Engineer.

**2-03b** New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

### **2-04 REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character that affects the construction of the work, if and as required by the Engineer.

### **2-05 FINAL CLEANUP**

Before acceptance and final payment, the Contractor shall clean the work site and all ground occupied by him in connection with the work, of all rubbish, excess materials and temporary structures. The work and ground occupied by the Contractor shall be left in a neat and presentable condition.

## **3-00 CONTROL OF WORK**

### **3-01 SUPERVISION OF WORK**

**3-01a** The work under this contract shall be done under the direction of the Engineer and to the satisfaction of the City. The Engineer may direct the order in which

the work shall proceed in order to procure the best results and to protect the interests of the City.

**3-01b** The Contractor shall at all times during the execution of the contract be represented on the work either in person or by a foreman or other duly designated agent. Notice of any change in the foreman or designated agent shall be given to the Engineer immediately on such change.

**3-01c** Instruction given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

### **3-02 WORKMANSHIP AND WORKMEN**

**3-02a** The Contractor shall do all the work in a thorough and workmanlike manner and shall employ only competent and orderly workmen. If a subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or act in a disorderly or improper manner, he shall be discharged on the request of the Engineer, and such person shall not again be employed on the work.

**3-02b** Insofar as is not inconsistent with good construction technique and practice, preference shall be given in employment on the work to qualified local resident workmen.

### **3-03 AUTHORITY OF ENGINEER**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; as to the manner of performance and rate of progress of the work; as to the interpretation of the plans and specifications and as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have the authority to enforce and make effective such decisions and orders.

### **3-04 PLANS AND WORKING DRAWINGS**

**3-04a** The approved plans shall be supplemented by such working drawings as are necessary to adequately control the work. All authorized alteration affecting the requirements and information given in the approved plans shall be in writing. No changes shall be made of any plans or drawings after the same have been approved by the Engineer, except by his direction.

**3-04b** Working drawings for any structure or installation shall consist of such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Engineer. They shall include shop details,

erection plans, layout diagrams, bending diagrams and other types of working drawings.

**3-04c** All working drawings shall be reviewed and approved by the Engineer before any work involving these plans is performed.

**3-04d** It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of the responsibility for accuracy or mutual agreement of dimension of details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawing with the approved plans and specifications.

**3-04e** Full compensation for furnishing all working drawings shall be considered as included in the price bid for the work, and no additional allowance will be made for these drawings.

### **3-05 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS**

Finished surfaces, flow lines and other neat areas shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the approved plans. Deviation from the approved plans and drawings as may be required by the exigencies of construction will in all cases be determined by the Engineer and authorized in writing or specified in the Detailed Specifications governing each type of work.

### **3-06 COORDINATION AND INTERPRETATION OF PLANS**

**3-06a** These Specifications, the Plans, Special Conditions, Special Provisions and all supplemental documents are essential parts of the contract and the requirements occurring in one are to be understood to be as binding as though occurring in all.

**3-06b** The Plans are intended to be cooperative and to describe and provide a complete work. The Plans shall govern over Specifications; the Special Provisions shall govern over both Specifications and Plans. In the event of any discrepancy between any drawings and figures written thereon, the figures shall be taken as correct.

**3-06c** These Specifications are intended to be self-explanatory, but should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these Specifications, the Special Provisions or the Plans, the Contractor shall apply to the Engineer for further explanation. Should any doubt or controversy arise as to the meaning or interpretation of any provisions of the specifications the matter shall be referred to the Engineer for decision. Whenever any error or omissions are discovered, remedial instruction will always be given.

### **3-07 LINES AND GRADES**

**3-07a** When the Contractor requires stakes or marks to lay out or define the work, he shall notify the Engineer of his requirements a reasonable length of time in advance of his starting of operations that require such stakes and marks.

**3-07b** Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In the event stakes and markings once set by the Engineer and destroyed or damaged by reason of the Contractor's operation, the cost of resetting or replacing such destroyed or damaged stakes or markers shall be paid by the Contractor.

### **3-08 INSPECTION**

The Engineer or his authorized representative shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining that the materials, supplies and equipment used and employed and the workmanship are in accordance with the requirements and intent of these specifications. All work done and all materials used shall be subject to the Engineer's inspection and approval.

### **3-09 DEFECTIVE OR UNAUTHORIZED WORK OR MATERIALS**

**3-09a** The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

**3-09b** Any work or material that may be found not to comply with the specifications at any time previous to the final acceptance of the completed work shall be corrected or replaced by the Contractor upon the order of the Engineer in such manner as to comply with the specifications, and no compensation will be allowed the Contractor for such removal or replacement. Any work done beyond the lines and grades shown on the plans as established by the Engineer or any extra work done without written authority will be considered as unauthorized and no payment will be made to the Contractor for such work.

### **3-10 EQUIPMENT AND PLANT**

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. The Contractor shall provide adequate and suitable equipment and plant facilities to meet the requirements of the project and when ordered by the Engineer shall remove unsuitable equipment from the project and discontinue the operation of unsatisfactory plant facilities.

### **3-11 MATERIALS AND EQUIPMENT**



- 3-11a** Samples of all materials and equipment to be used upon the project shall be furnished to the Engineer on his request. At the Engineer's option, the source of supply of each material shall be approved by him before the delivery is started. Only materials and equipment conforming to the requirements of these specifications and approved by the Engineer shall be used in the project.
- 3-11b** Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the project. When considered necessary by the Engineer, they shall be place on suitable platforms and covered when so directed. Stored materials shall be so place as to provide prompt and easy inspection.
- 3-11c** All materials and equipment not conforming to the requirements of the Specifications shall be considered as defective and all such materials and equipment whether in place or not, will be rejected. All materials shall be removed immediately from the site of the work unless otherwise specifically permitted by the Engineer. No rejected material or equipment, the defects of which have subsequently been corrected shall be used until specific approval in writing has been given by the Engineer.
- 3-11d** Whenever a Manufacturer's or trade name is used to specify material or equipment it shall be understood that such trade name is used to establish a standard of quality or performance and is not intended to be restrictive. The Contractor shall not, however, furnish or install any substitute materials or equipment except upon written order of the Engineer and any costs involved or structural changes required to allow the use of such substitute material or equipment shall be made and the cost thereof borne by the Contractor and shall not be the basis for any claim or claims for extra work or compensation.

### **3-12 FINAL INSPECTION**

Whenever the work provided and contemplated by the contract agreement shall have been satisfactorily completed and the final cleaning up performed, and the Engineer notified in writing, the Engineer will make the final inspection.

## **4-00 LEGAL RELATION**

### **4-01 APPLICABLE LAWS**

- 4-01a** The Contractor shall keep himself fully informed of all existing laws and all future national, state or local laws and municipal ordinances and regulations which in any manner affect those engaged in or employed on the project, or the materials used or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the project.

**4-01b** The Contractor shall at all-time comply with and cause all of his subcontractors and employees to comply with all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the City, the Engineer and all of their employees against any claims or liability arising from or based on the violation of any regulation or decree whether by himself or his employee.

**4-01c** If any discrepancy or inconsistency is discovered in the plans, specifications, drawings or contract for the work in relation to any such laws, regulation, ordinance, order or decree, the Contractor shall report the same to the Engineer in writing and remedial instruction will be issued.

**4-01d                    HOURS OF LABOR**

The Contractor shall forfeit, as penalty to the City, Twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or by any subcontractor under him for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of the State Labor Code, and in particular, Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

**4-01e                    LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the State Labor Code, which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 1420, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

**4-01f                    PREVAILING WAGE**

The Contractor shall forfeit as penalty to the City, Twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him, in violation of the provisions of the State Labor Code, in particular, Section 1770 to Section 1780 thereof, inclusive. The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor, pursuant to Section 1775 of the State Labor Code.

**4-01g                    REGISTRATION OF CONTRACTORS**

Before submitting bids, contractors shall be licensed in accordance with the provisions of the State Act entitled, "An act providing for registration of contractors, and defining the term Contractor; providing a method of obtaining licenses to engage in the business of contracting; and fixing the fees for such licenses; and prescribing the punishment for violation of the provisions of the act", codified as Chapter 9 Division III of the Business and Professions Code, Chapter 37 of the Statutes of 1939, as amended.

**4-01h                    APPRENTICE**

In accordance with the provisions of Section 1777.5 and 1777.6 of the State Labor Code and in accordance with the regulations of the California apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of Industrial Relations or the Division of Apprenticeship Standards and its branch offices.

**4-02            PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses required for the work, shall pay for all charges and fees required and shall give all notices necessary or incident to the lawful prosecution of the work.

**4-03            PATENT CLAIMS**

Patent fees or charges upon any patented article, material, method, process or device used on or incorporated in the work shall be paid by the contractor and the Contractor expressly agrees to hold the City and its employees harmless against any suit of law which may be brought for infringement of patents on all such articles or processes he may use in the work.

**4-04            SANITARY AND SAFETY CONDITIONS**

**4-04a**        The Contractor shall comply with the provisions of all State and Local Sanitary Statutes, laws and regulations and shall see that proper precautions with reference thereto are observed by his workmen.

**4-04b**        All of the work shall be conducted in accordance with the latest approved Construction Safety Orders of the State of California Department of Industrial Relations.

**4-05            PUBLIC CONVENIENCE**

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and other public safety guards as are necessary to give adequate warning to the public at all times that the work is under contraction and of any dangerous conditions to be encountered. The Contractor shall station such guards as may be necessary to prevent accident and avoid damage or injury to the public. Full compensation for the labor,

material and work involved in carrying out all precautionary and safety measures shall be considered to be included in the price bid and no additional allowance will be made therefore.

The provisions of Section 7-1.08 of the California Standard Specifications shall apply with regard to convenience of the public and public traffic in connection with his operations. All driveways shall be made usable and accessible as determined by the Engineer by suitable earth or rock ramps immediately following the completion of work in the affected area.

#### **4-06 USE OF EXPLOSIVES**

The use of explosives by the contractor in the work will be permitted only with the written consent of the Engineer. When the use of explosives is necessary and authorized by the Engineer, the Contractor shall use the utmost care not to damage life or property. All explosives shall be stored and handles in strict accordance with the latest State and Local Statutes, laws and regulation governing the storage and/or use of explosives.

#### **4-07 PRESERVATION OF PROPERTY**

**4-07a** The Contractor shall conduct his operation in connection with the work either on the site, adjacent to the site or off the site, in such a manner as to avoid injury or damage to property, improvements or facilities. The Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such property and improvements. If such property or improvements are injured as a result of the Contractor's operations, they shall be restored at the Contractor's expense, to a condition as good as when the Contractor entered upon the work.

**4-07b** The Contractor shall examine all bridges, culverts, pipelines and other structures over which he intends to move his materials or equipment and before using them he shall properly strengthen and protect such structure, where necessary. The Contractor will be held responsible for any damage or injury to such structure caused by reason of his operation.

**4-07c** The fact that any pipe, cable, conduit or any other underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by his operation and to take necessary measures to protect such facilities. Such omissions from plans shall not relieve the Contractor of his responsibility under this article.

**4-07d** Full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in protecting property as specified in this article shall be considered as included in the price bid and no additional compensation will be made therefore.

#### **4-08 RESPONSIBILITY OF DAMAGES**

**4-08a** The City or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons either workmen or the public or for damage to property from any cause.

**4-08b** The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstruction or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless, the City, the Engineer, and their employees from all suits or actions of every nature and description brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants, or agents in the construction of the work.

#### **4-09 DISPOSAL OF MATERIALS**

Unless otherwise provided in the Special Provisions, the Contractor shall make his own arrangements for the disposal of refuse material, debris and all other material to be disposed of outside the limits of the work and shall pay all charges involved in the disposal of materials. Where permission or permit for disposal of materials is required the Contractor shall first obtain such permission or permit in writing and file copies of such permits with the Engineer.

#### **4-10 COOPERATION BETWEEN CONTRACTORS**

Where two or more Contractors are employed on related or adjacent work, each shall conduct his operation in such a manner as to not cause any unnecessary delay, damage or hindrance to the other. Each Contractor shall be responsible to the other for all damages to the work, to persons or property or for loss cause by failure to finish the work within the time specified for completion.

#### **4-11 CONTRACTOR'S RESPONSIBILITY**

**4-11a** Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other causes, whether arising from the execution or from non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portions of the work resulting from any of the above causes before its completion and acceptance and shall bear the entire expense thereof except for such injuries or damages as are directed or approximately caused by acts of the Federal Government or the public enemy.

**4-11b** In the event of suspension of the work for any cause whatever, the Contractor shall be responsible for the work as above specified and shall at his own

expense take whatever action necessary to protect the work during any period of suspension of the work.

#### **4-12 PERSONAL LIABILITY**

Neither the City, the Engineer, nor any other officer or authorized assistants or employees shall be personally responsible for any liability arising under this Contract.

### **5-00 PROSECUTION AND PROGRESS OF THE WORK**

#### **5-01 SUBCONTRACTING**

**5-01a** No subcontractor will be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work which shall all be done in strict accordance with the provisions of the Plans, Specifications and Contract.

**5-01b** The Contractor shall perform with his own organization and with the assistance of workmen under his own immediate supervision, work of a value of not less than the percent of the total of all work embraced in the contract as is set forth in the Special Provisions or in the Contract.

#### **5-02 ASSIGNMENT**

**5-02a** The performance of the Contract may not be assigned except upon written consent of the City. Consent will not be given to any proposed assignment which would relieve the original contractor or his surety of their responsibility under the contract nor will the City consent to any assignment of a part of the work under the Contract.

**5-02b** The Contractor may assign monies due or to become due him under the Contract and the same will be recognized by the City if given proper notice thereof, to the extent permitted by law.

#### **5-03 PROGRESS OF WORK**

**5-03a** The Contractor shall commence the work on written notice to proceed after the execution of the Contract and shall diligently prosecute the same to completion within the time limit set forth in the Special Provisions or Contract.

**5-03b** Should the Contractor begin work prior to the receipt of the notice to proceed any work performed by him in advance of said date of notice to proceed shall be considered as having been done by him at his own risk and as a volunteer unless such notice to proceed is so given.

#### **5-04 RIGHT TO ASSURE COMPLETION**

**5-04a** If at any time the progress made by the Contractor or any of the work described herein and the equipment and/or labor furnished by the Contractor for said work shall in the judgment of the Engineer be insufficient to give reasonable assurance of the completion of the work within the Contract period, the Engineer may notify the Contractor in writing to provide such additional equipment and/or labor as may be specified in such notice as may be necessary to give reasonable assurance of the completion of the work within the Contractor period; and if the contractor shall not comply with the terms of said notice within five (5) days after the delivery thereof to him or his foreman or agent on the work, then the City may employ and pay for such additional labor and/or equipment as in the judgment of the Engineer may be necessary to give reasonable assurance of the completion of the work within the contract period and the cost thereof shall be charged to the Contractor, who shall be liable to the City therefore.

**5-04b** If the Engineer shall not give such notice, or if, after such notice has been given, the city shall not employ additional labor and/or equipment, the Contractor and his sureties shall nevertheless be held to full liability for any failure to perform his Contract.

#### **5-05      **SUSPENSION OF WORK****

**5-05a** The Engineer shall have the authority to suspend the work wholly or in part, for such periods as he deems necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as he deems necessary due to the failure of the contractor to carry out orders given or to perform any provision of the contract.

**5-05b** The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part, and the work shall be resumed when conditions are favorable and methods corrected as ordered or approved in writing by the Engineer. In the event that suspension of work is necessary the Contractor is not entitled to damages for such delay.

#### **5-06      **TIME OF COMPLETION - LIQUIDATED DAMAGES****

**5-06a** The Contractor shall complete the work called for under the Contract within the time limit specified in the Special Provisions or in the Contract or such authorized and approved extension thereof.

**5-06b** Should the Contractor fail to complete the work included in the Contract within the time limit agreed upon or such extensions thereof as may be granted, a deduction of five hundred dollars (\$500.00) a day will be made from amounts otherwise due the Contractor for each and every day or fraction thereof, that the work remains uncompleted after the date set for its completion.

**5-06c** The amount stated in Paragraph 5-06b is mutually agreed upon by the parties to the Contract as liquidated damages for the loss to the City for not being able to utilize and enjoy the benefits of the completed works and also due to the additional expense for the employment of the Engineers, Inspectors, and other personnel by the City on the work. The said amounts will be deducted from any monies due under the Contract and the Contractor and his sureties shall be liable to the City for any excess.

## **5-07 RIGHT-OF-WAY**

**5-07a** The City will furnish without cost to the contractor all necessary easements and rights-of-way for all of the work herein specified and shall hold the contractor harmless from any expense, delay or litigation in connection therewith. Nothing in this provision shall be so construed as relieving the Contractor of any responsibilities for public liability or property damage in carrying on the work on these easements or rights-of-way.

## **6-00 MEASUREMENT AND PAYMENT**

### **6-01 MEASURE OF QUANTITY**

All work to be paid for at a contract price for a unit of measurement shall be measured by the Engineer in accordance with United States Standard Measures, and no extra measurements of any kind will be allowed.

### **6-02 SCOPE OF PAYMENT**

**6-02a** The Contractor shall accept the compensation as herein provided, in full payment for the furnishing of all materials, labor, tools, equipment, devices, methods and other things necessary to the completed work; and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the element except as otherwise specifically provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance and for all risks of every description connected with the prosecution of the work also for expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work in accordance with the Plans and Specifications.

**6-02b** Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of his obligation to replace or make good any defective work or materials.

### **6-03 PAYMENT OF EXTRA WORK**

Payment for all authorized extra work will be made at the end of each month during the life of the contract on one of the following basis:



- (1) As a lump sum basis as agreed upon between the Contractor and the Engineer at the time the work is ordered.
- (2) On the basis of direct cost of all necessary labor, material, equipment, devices and other items as evidence by itemized verified payrolls and invoices submitted by the Contractor. The direct cost paid for labor, material and equipment used in performing the work shall be determined as provided in Section 9-1.03A (1), 9-1.03A (2) and 9-01.03A (3) of the California Standard Specifications.

#### **6-04 PARTIAL PAYMENT**

- 6-04a** Once in each month until the completion of the work to be done under Contract, the Engineer shall estimate the total quantity or amount of work done and the acceptable materials, equipment or device furnished and the value thereof and shall submit a copy of such estimate to the Contractor. The Contractor shall be paid monthly while carrying on the work on the basis of the Engineer's estimate, and as approved by the City Council of the City of Ripon, such amounts as are due after deductions of all previous payments and all sums to be kept or retained under the provisions of the Contract.
- 6-04b** No such estimate or payment shall be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment, the total value of the work performed since the last estimate amounts to less than three hundred (\$300.00) dollars.
- 6-04c** Such estimates or partial payments shall not be construed to be an acceptance of any defective work or improper material.
- 6-04d** No progress payment or any document which evidences such, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any work not in accordance with the Contract Documents.

#### **6-05 DEDUCTIONS**

The City will retain (5%) out of any monies due to Contractor. This money is to be retained to cover any unpaid claims and will be returned at the completion of the project in accordance with the final payment procedure listed below.

#### **6-06 ALTERED WORK**

When alterations in plans or quantities of work are ordered and performed, the Contractor shall accept payment in full at the agreed price for the actual quantity of work done and no allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

#### **6-07 FINAL PAYMENT**

- 6-07a** Within thirty five (35) days or such other time limit as may be stipulated by law or set forth in the Special Provisions, or Special Conditions, after the completion of work and its final acceptance, the Engineer will make a final estimate of the total quantities of work performed and the value thereof. A copy of this estimate will be given to the Contractor who shall within ten (10) days submit to the Engineer his written approval or his statement of all claims for additional compensation claimed to be due under the Contract.
- 6-07b** On the Contractor's approval or if he files no claims within ten (10) day period, the Engineer shall submit to the City a final written estimate as submitted to the Contractor and the City, after approval by the City Council, shall pay the sum found to be due after deducting therefrom all previous payments and all amounts to be deducted or retained as provided herein if any there may be.
- 6-07c** The final estimate shall be conclusive and binding against both parties to the Contract and all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefore, except in case of gross error.

## **7-00 BONDS**

### **7-01 LABOR AND MATERIAL BOND**

A contractor's Labor and Material Bond in the amount of one hundred percent (100%) of the total contract price shall be executed by the Contractor in favor of the City, which bond shall be submitted with the executed Contract.

### **7-02 FAITHFUL PERFORMANCE BOND**

A bond for the faithful performance of the Contract in the amount of one hundred percent (100%) of the total contract price shall be executed by the Contractor in favor of the City, which bond shall be submitted with the executed Contract.

### **7-03 MAINTENANCE BOND**

Upon completion of the works of improvement and prior to acceptance of the work by the City, the Contractor, or the Subdivider, shall provide a Maintenance Bond to the City guaranteeing the workmanship, materials of construction and operation of equipment for a period of one (1) year. The amount of the bond shall be in an amount determined by the City Engineer and approved by the City Council.

## **8-00 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

### **8-01 ADDITIONAL INSURED**

The Contractor shall take out and maintain during the life of the Contract, Comprehensive General Liability or Commercial General Liability, Property Damage Insurance in which the City, its officers, its officials, its employees and the Engineer

shall be named as additional insureds, which will protect the Contractor, any and all subcontractors, the City, its officers, its officials, its employees and the Engineer and their agents or representatives, against any claims for personal injury, including accidental death as well as from the operation of the Contractor, whether such operation shall have been performed by the Contractor, any Subcontractor, or by anyone employed either directly or indirectly by any of them. The insurance company is required to give 30 days' notice prior to any effort to cancel the insurance.

**8-02 LIMITS OF INSURANCE**

The Comprehensive Public Liability and/or commercial General Liability and Property Damage Insurance shall be provided with the limits not less than those shown on Insurance Requirements for Contractor which is attached to the Proposal.

**8-03 CERTIFICATES OF INSURANCE**

The Contractor shall furnish the city with satisfactory proof of the carrying of the required insurance by submitting certifications or policies of insurance to the Engineer, prior to the commencement of any work under the Contract. Any work performed prior to the submission of such certification or policies shall be considered as having been done by him at his own risk and as a volunteer.

**9-00 COMPENSATION INSURANCE**

**9-01 LABOR CODE**

In all operations connected with the work herein specified, the Contractor shall observe the provisions of the Labor code, Statutes of 1937, Chapter 90 enacted by the California State Legislature, and all amendments as enacted by the State Legislature to said Code. The Contractor will be liable for any accidents or injuries to employees engaged in the work herein specified.

**9-02 LIABILITY**

The Contractor shall, previous to the commencement of any work or operation under the contract, take out and maintain in full force and effect, compensation insurance covering his full liability for compensation to any person or persons employed or the dependents thereof who may be injured in carrying out the work under the Contract.

**9-00-1 CAL-OSHA REQUIREMENT**

All provisions of the California Occupational Safety and Health Act of 1973 (CAL-OSHA) as amended, shall be adhered to.