

**DOCUMENT 00800
SPECIAL PROVISIONS**

1.01 DESCRIPTION OF WORK

- A. The work to be performed shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, and incidentals, and for doing all the work necessary or required for the construction and adjustments of appurtenant facilities on the project site as shown or noted on the plans.

1.02 QUANTITIES

- A. The Engineer's preliminary estimate of the quantities of work to be done and the materials to be furnished are indicated on the form of proposal and are approximate only, being given as a basis for comparison of bids. The DISTRICT (**Wallace Lake Estates Community Services District**) does not expressly or by implication agrees that the actual amount of work will correspond therewith. The DISTRICT reserves the right to increase or decrease the quantities of work or materials to be furnished in accordance with the provisions of the General Conditions.
- B. The DISTRICT also reserves the right to increase or decrease the total amount and quantity of work required under the Contract from the total amount indicated in the accepted bid proposal by twenty-five percent (25%) in the absence of an executed change order at the contract unit prices.

1.03 PROGRESS OF WORK AND TIME FOR COMPLETION

- A. After the DISTRICT has approved and signed the contract, the Engineer will issue the Notice to Proceed. The CONTRACTOR shall commence work within sixty (60) days after the date of the written Notice to Proceed and shall diligently prosecute the work to completion once work has started on or before, 90 calendar days or October 1, 2016 unless otherwise extended.

1.04 LIQUIDATED DAMAGES

- A. In accordance with Section 7.06 of the General Conditions, an amount of \$300 per day for each and every calendar day(s) delay beyond the time prescribed to complete the work will be deducted from any moneys due or which may become due the CONTRACTOR.

1.05 CONTRACTOR'S GUARANTY

- A. The complete project, including all work, materials, devices and equipment, shall be guaranteed by the CONTRACTOR against faulty workmanship and materials for a period of one year after final acceptance by the DISTRICT. The CONTRACTOR shall be responsible for all repair and/or replacements including all labor, materials, equipment, devices, plant and other items of work necessary. To secure this guarantee, the Contract bonds specified in Section 2.02 of the General Conditions shall continue in full force and effect for one (1) year from the date of formal acceptance of the work by the DISTRICT.

1.06 PRE-CONSTRUCTION CONFERENCE

- A. The Engineer will schedule a pre-construction conference with the CONTRACTOR after the Notice of Contract Award. CONTRACTOR and SUBCONTRACTOR representatives shall attend.

1.07 PROJECT MEETINGS

- A. Meetings will be held as often as deemed necessary by the Engineer or requested by the CONTRACTOR. Representatives of the Engineer and CONTRACTOR shall attend.
- B. The purpose of the meetings will be to discuss compliance with the contract plans, progress, coordination, submittals, and project-related problems and changes.

1.08 PRE-CONSTRUCTION INSPECTION

- A. Prior to the commencement of work, a joint inspection between the Owner, Engineer, or his representative, and the CONTRACTOR, or his representative will be conducted to review the pre-construction conditions of the existing facilities in the vicinity of the project site, (e.g. roads, pumps, discharge pipes, siphons, ramps, gates, signs, etc.).
- B. If such existing facilities are damaged by the CONTRACTOR's operations, the CONTRACTOR, at his expense, shall replace or restore them to the condition that existed prior to the commencement of work.
- C. The CONTRACTOR shall notify the Engineer at (209) 946-0268 a minimum of 48 hours prior to the commencement of any work.

1.10 RESPONSIBILITY FOR WORK

- A. CONTRACTOR agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property: that this requirement shall apply continuously and not be limited to normal working hours; and that the CONTRACTOR shall defend, indemnify, and hold the DISTRICT and the Engineer harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the DISTRICT or the Engineer.

1.11 LEGAL RELATIONS AND SECURITY

- A. The CONTRACTOR shall comply with all applicable Federal, State, County and local requirements, as required for traffic control and public safety during project construction.
- B. The CONTRACTOR shall be responsible for providing security measures to prevent unauthorized entrance, vandalism, and theft of equipment, and materials from the work site. Any loss suffered shall be the CONTRACTOR's sole responsibility. The DISTRICT will not take any responsibility for missing or damaged equipment, tools, or personal belongings.

1.12 SCHEDULE

- A. Contractor shall submit preliminary schedule per Specification Section 01300 within 7 days following signed contract. Schedule shall provide sufficient detail to show timing of construction of the individual bid items and be in the form of simple Gantt chart sufficiently scheduling items to show completion of project within timeframes stipulated in the Special Provisions. A wide range of time has been given for completion of this project to fit into perspective Contractors work season scheduling. However, once contractor has started work, it shall be completed within 30 calendar days.

1.13 DUST AND MUD CONTROL

- A. During the course of construction, the CONTRACTOR is responsible for dust control and shall keep all areas generating dust, well watered along the access roads used. During wet conditions, those areas also used by the public and local traffic, free and clear from mud.

1.14 SITE DATA

The approximate locations of any known utilities shown on the plans are for the information only. Neither the DISTRICT nor Engineer assumes any responsibility for the accuracy, reliability of location of this information. It is the responsibility of the CONTRACTOR to determine the actual location of all underground, surface, overhead, and submerged improvements, or facilities, which may be subject to damage by reason of his operations.

- A. The CONTRACTOR shall be responsible for the location and preservation of all existing and such facilities in the area of construction. The CONTRACTOR shall call Underground Service Alert (USA) at (800) 642-2444, or 811 in advance of any construction.
- B. Extreme care must be used while working around or near any structures: e.g., buildings, existing sanitary sewer lines, etc.

1.15 FIELD ENGINEERING

- A. The Plans identify locations of the various designated work requirements, within the immediate vicinity of the project site. The CONTRACTOR is responsible to perform the work to the satisfaction of the DISTRICT and to perform his own field engineering required to repair and or replace the scheduled asphalt to the desired horizontal limits and locations and for the expansions shown on the Plans or to match existing grades.
- B. The CONTRACTOR is responsible for setting all construction control, as required for construction activities including, but not limited to, establishing existing conditions of traffic markings / striping, setting elevations, grade control, dimension stakes, slope stakes, etc., throughout.
- C. Actual field conditions may vary in type of work required. The CONTRACTOR is responsible for verifying actual conditions, grades and elevations to replace existing traffic markings and striping to line and grade.

1.16 FLAGGING COLOR CODE

- A. Where flagging is used on the work, the color and/or variations thereof, will conform to the following code:
 - 1. RED: Important control points, monuments, benchmarks, etc.
 - 2. ORANGE: Centerline of road, pipeline M.H.'s, C.B.'s, E.C.'s, B.C.'s, etc.
 - 3. BLUE: Slope or grade stakes for roads or pipelines, etc.
 - 4. YELLOW: Marking of Special Status plant species, trees, avoidance areas, etc.
 - 5. Other flagging colors and combinations may be used as directed by the Engineer.

1.17 FINAL INSPECTION

- A. Any deficiencies noted during interim and final inspections by the Engineer and/or DISTRICT shall be corrected by the CONTRACTOR prior to final acceptance by the DISTRICT. Any additional costs and expenses for mobilization and/or demobilization, labor, equipment and other associated costs required to correct the deficiencies noted, except specified material(s), shall be borne by the CONTRACTOR.

1.18 SITE ENVIRONMENT

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site conditions clean and free from rubbish and debris.
- B. Materials and equipment shall be removed from the site as soon as they are no longer necessary, and upon completion of the work and before final inspection, the entire work site

shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactorily clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's prices for the various Contract items and no additional or separate compensation will be made.

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

1.19 PROTECTION OF PLANTS AND TREES

- A. The CONTRACTOR shall provide adequate protection of existing trees and plants to remain against damage from construction operations and employ protective measures at the District's discretion.

1.20 EXTRA WORK BY SUBCONTRACTORS

- A. When a SUBCONTRACTOR performs all or any part of the extra work, the markup of such work is considered a part of the percentages allowed the Prime CONTRACTOR, in Section 8.02, EXTRA WORK, of the General Conditions.
- B. No extra markup compensation shall be allowed to the CONTRACTOR thereof.
- C. When extra work is to be performed by the SUBCONTRACTOR, all such work shall be approved by the Engineer and compensation based upon actual invoiced costs incurred by the CONTRACTOR.

1.21 INELIGIBLE AND DISBARRED SUBCONTRACTORS

- A. Under California Public Contract Code, Section 6109, "Ineligible and Debarred SUBCONTRACTORS", the CONTRACTOR is prohibited from performing work on a public works project with a SUBCONTRACTOR who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code

1.22 SOUND CONTROL REQUIREMENTS

- A. The CONTRACTOR shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

1.23 CONTROL OF SITE

- A. The CONTRACTOR shall ensure that no alcohol, firearm, or controlled substance enters or is used at the Project site. The CONTRACTOR shall immediately remove from the site and terminate the employment of any employee found in violation of this provision.

1.24 AS-BUILT / RECORD DRAWINGS

- A. During the progress of the work, the CONTRACTOR shall keep on the site one (1) set of prints of the drawings on which he shall mark in red all changes made necessary by structural or other interferences or changes in location of planned work.

1.25 DOCUMENTATION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to performance on State grant work under this contract in accordance with generally accepted accounting principles and the financial information and data used by the CONTRACTOR in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to the DISTRICT. The, the DISTRICT, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The CONTRACTOR will provide facilities for such access and inspection.
- B. Records shall be maintained and made available during performance on work under this contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any Dispute appeal under this contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

1.26 MONTHLY AND FINAL PROGRESS PAYMENT STATEMENTS

- A. The CONTRACTOR shall submit a written invoice statement to the Engineer monthly; covering the work completed and accompanied by such supporting documentation as is required for payment purposes. The statement will be based on work performed and agreed to by the established monthly closure date.
- B. The invoiced statement shall be addressed to:

Wallace Lake Estates Community Services District
c/o Kjeldsen, Sinnock, & Neudeck, Inc.
711 N. Pershing Avenue
Stockton, CA 95203

1.27 PREVAILING WAGE RATES

- A. In accordance with the provisions of Section 1770 et seq., of the Labor Code, CONTRACTOR shall conform to the general prevailing wage rates of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing wage rates of per diem wages are on file at the nearest office of the Bureau of Field Enforcement or at the State's Division of Labor Standards Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.
- B. CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773.1 of the Labor Code.

1.28 PAYROLL RECORDS

- A. The CONTRACTOR's attention is called to Labor Code Section 1776 which requires that the CONTRACTOR furnish certified payrolls. CONTRACTOR shall comply with this and all other applicable laws.

END OF SECTION 00800