

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 LAWS TO BE OBSERVED - The Contractor shall keep fully informed of all existing and pending County, State and National laws and regulations and all municipal ordinances and regulations of the City of Lafayette which in any manner affect those engaged or employed in the work, or the materials used in the work, 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 same.

The Contractor shall protect and indemnify the City of Lafayette and all of its officers, employees, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself, his employees, or his subcontractors. If any discrepancy or inconsistency is discovered in the Contract Documents for the work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Engineer in writing.

6-2 CONTRACTOR'S EQUIPMENT AND FACILITIES - The Contractor shall furnish and maintain in good condition all equipment, plant, and other facilities as required for the proper execution and inspection of the work. Such facilities shall meet all requirements of applicable ordinances and laws. Contractor's attention is directed Section 5-12 of these General Provisions.

Sanitary Restroom Facilities - Unless approved otherwise by the Engineer, the Contractor shall provide sanitary restroom facilities at or near the project site. Proposed locations shall be reviewed with the Engineer prior to delivery of the facilities. The facilities shall be maintained in a sanitary condition at all times. When directed by the Engineer, the Contractor shall provide additional facilities and/or move the facilities to more convenient locations or to locations less disruptive to the general public. If Contractor and/or subcontractors are working at multiple sites simultaneously, restroom facilities shall be required at each site.

Failure to provide sanitary restroom facilities shall be considered grounds for suspension of work under Section 8-3 of these General Provisions.

6-3 LABOR

6-3.1 General - Only competent workmen shall be employed on the work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform his work properly and acceptably, shall be immediately removed from the work by the Contractor and not be re-employed on the work. Attention is also directed to Section 5-10 of these General Provisions.

6-3.2 Laws - The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the California Labor Code and with Federal, State and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, the 8-hour day and 40-hour week, overtime, Saturday, Sunday, and holiday work, and non-discrimination because of race, color, national origin, ancestry, religion, sexual orientation, and other characteristics specified in the Labor Codes. The Contractor shall forfeit to the City the penalties prescribed in the Labor Code for violations.

6-3.3 Prevailing Wages - The Contractor shall comply with Section 1774 and Section 1775 of the State Labor Code and Section 7-1.02K(1) and 7-1.02K(2) of the State Specifications.

In accordance with the Labor Code, the Engineer has on file a schedule of prevailing wage rates for the types of work to be done under Contract. Rates are available for inspection at 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California, or at the City of Lafayette website (www.ci.lafayette.ca.us). The Contractor shall pay not less than the prevailing rates as required in the Labor Code.

Contractor and each subcontractor shall keep an accurate record showing the names and job classifications of all workers of any kind employed in connection with the execution of this Contract, including subcontractors. Records shall show the actual per diem wages paid to each of said workers, and shall be open at all reasonable hours for inspection by the City and authorized entities of the State of California.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the

elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

6-3.4 Payroll Records - The Contractor's attention is directed to the provisions of Section 1776 of the State Labor Code. Regulations implementing Labor Code Section 1776 are located in Section 16016 through Section 16019 and Section 16207.10 through Section 16207.19 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance to these regulations and for his subcontractor's compliance to these regulations, including the maintenance of weekly certified payroll reports, for the duration of the Project.

Upon request by City, Contractor shall submit copies of weekly, certified payroll reports. Failure to submit reports on a timely basis may result in damages being assessed at the rate of fifty (\$50) dollars per day per employee on the job for the duration of non-compliance.

6-4 CONTRACTOR'S LICENSING LAWS - Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

The City has determined that Contractor shall possess a valid Class A Contractor's License at the time that the Contract is awarded to him. Failure by a Bidder to possess the specified license shall render the Bid as non-responsive and shall result in the Contract not being awarded to said Bidder.

Attention is also directed to the provisions of Section 10164 of the Public Contract Code.

6-5 WEIGHT LIMITATION - Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind shall not exceed the maximum weight and size limitations set forth in the California Vehicle Code and Lafayette Municipal Code unless approved by the Engineer in writing. The Contractor shall repair all facilities damaged by overloaded equipment or vehicles.

Ten-wheel type hauling trucks with extra axles, commonly called "super dumps," shall not be used in conjunction with any Contract work without written consent from the Engineer in advance.

6-6 PAYMENT OF TAXES - The Contract prices bid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City for Lafayette, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Contract.

6-7 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. On contracts awarded by the City, fees and charges for City issued permits will be waived. All contractors and subcontractors must have or obtain a City Business Registration and such business registration fees will be required for all work undertaken within the limits of the City of Lafayette.

6-8 PATENTS - The Contractor shall hold and save the City, its officers, agents, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the Contract.

Should the Contractor, his agents, sub-contractors, or employees, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof. Substitutions shall be of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer.

Should the Contractor neglect or refuse promptly to make any required substitution, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, the Engineer shall have the right to make such substitution. Alternatively the City may pay such royalties and secure such licenses and charge the cost thereof against any

money due the Contractor, or recover the amount thereof from him and his surety, notwithstanding final payment under this Contract may have been made.

6-9 STATE AND FEDERAL REGULATIONS - The Contractor shall conform to all requirements of title 88 chapter 4 of the California Administrative Code and the rules and regulations pertaining to safety established by the California Division of Industrial Safety, California Occupational Safety and Health Act, the California and Federal Office of Safety and Health Administration and other applicable regulations.

6-10 PUBLIC CONVENIENCE AND SAFETY - The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. He shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the safety, rights, and convenience of the public.

Notifications - At least one week prior to start of construction, the Contractor shall deliver a written notice to all businesses and residents, and all emergency services, public transit operators, garbage and recycling collection agencies, the US Postal Service, and school bus services. The City will supply the contractor with the text for the notices to be distributed.

At least two working days in advance of implementing lane or road closures, Contractor shall deliver a written to the above same parties, stating the locations, time and date of lane or road closures. In case of schedule changes, these parties shall be notified again at least two working days in advance. A copy of all written notices and their dates of distribution shall be given to the Engineer.

For the Contractor's convenience, the following contact information is provided as reference. It is the Contractor's sole responsibility to confirm and verify this information prior to use, and the provision of this information does not in any way relieve Contractor's obligations under the Contract to provide notifications as specified herein.

Police (Business Office)	PH#925-283-3680	FAX#925-283-4126
Police Dispatch	PH#925-284-5010	FAX#925-313-2479
Contra Costa Fire District	PH#925-941-3300	FAX#925-941-3309
American Medical Response	PH#888-650-8514	FAX#888-887-6112
County Connection Bus	PH#925-676-7500	FAX#925-687-7471
Lamorinda School Bus	PH#925-299-3216	FAX#925-283-2181
Durham School Services	PH#925-686-3391	FAX#925-689-1540
Allied Waste	PH#925-603-1144	FAX#925-685-4114
Valley Waste Management	PH#925-935-8900	FAX#877-575-3599
United States Post Office	PH#925-962-6955	FAX#925-962-1970

Two working days prior to the time of road work for which parking restrictions are necessary, the Contractor shall furnish and erect "No Parking" signs. These signs shall be attached to Type II barricades equipped with flashing lights. At least one sign shall be posted between driveways, and the maximum spacing of signs shall be 100 feet. These signs and barricades shall be removed when the street is reopened for parking.

It shall be the responsibility of the Contractor to arrange for towing and removal of any vehicles that have not been removed by the owners and that interfere with roadway operations.

Other Responsibilities - Construction equipment shall interfere as little as possible with the free passage of traffic. The Contractor shall provide at his own expense the necessary signs, lights and flagmen to safely direct public traffic past such equipment. No road or street shall be closed to the public without the permission of the Engineer.

Provisions shall be made to ensure proper functioning of all gutters, sewers, drainage ditches, culverts, and natural watercourses.

The Contractor shall take due precaution against starting fires, and shall be responsible for any damage caused by fire started by his forces. No material or other obstruction shall be placed within 25 feet of active fire hydrants and they shall at all times be kept readily accessible to the Fire District.

6-11 GENERAL SAFETY

6-11.1 General - In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Any duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall maintain adequate emergency first aid treatment for his employees. As used herein, "adequate" shall be construed to mean sufficient to comply with the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596).

Equipment and materials shall be placed so that sight distance, turning movements, and pedestrian movements are not blocked. Barricades, flashers, and tape shall be placed around all equipment and materials, and shall provide adequate protection for vehicle and pedestrian traffic.

Any lane closures, restricted turning movements, or pedestrians shall be protected by suitable signs, markings, striping, and barricades.

The Contractor shall erect and maintain all reasonable safeguards for safety and protection of persons, including but not limited to, posting danger signs, warning lights, reflectors, fences, barriers, warnings against hazards, promulgating safety regulations, and any other necessary safety devices and measures in sufficient quantity to effectively warn of hazards to vehicles or persons at or adjacent to the project site.

In areas concerning the safety of the public and/or employees, whenever two or more laws, regulations, or standards apply, the more restrictive of those laws, regulations, or standards shall govern.

6-11.2 Trenching - All trenches shall be adequately protected by barricades, flashers, and tape. Trench sides shall be stable, firm, and supported by jacks as needed or as directed by the Engineer.

All trenches in areas subject to vehicle travel shall be covered by steel plates. Plates shall be level, square without gaps, and adequately supported by firm material beyond the edge of the trench. Cold-mix asphalt shall be placed around all plate edges to a minimum distance of twelve (12) inches from the plate. Steel plates shall be welded and or bolted in the high traffic roads or as requested by the Engineer.

All unpaved trenches subject to vehicle traffic shall be protected by temporary asphalt prior to being reopened to traffic.

6-11.3 Excavation Safety

6-11.3.1 Plans - Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan, including Cal/OSHA excavation permit, shall be submitted at least 10 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protection system less effective than that required by the Construction Safety Orders for the division of Industrial Safety and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

6-11.3.2 Confined Spaces - Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a workman entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a workman is in such a structure. A record of such test shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.

Confined spaces for the purpose of this section shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.

No worker shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means or approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side, as well as in the top, shall be entered from the side openings or manholes when practicable.


6-11.4 Potential Hazardous Waste - Attention is directed to Section 7104 of the Public Contract Code and the "CONSTRUCTION CONTINGENCY PLAN FOR CONTAMINATED SOILS" procedural Chart herein. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

- 1) Material, including asbestos, that the Contractor believes may be hazardous waste, as defined in Section 25117 or Section 25914.1 of the Health and Safety Code, that is required by law to be removed to a Class I, Class II, or Class III disposal site.
- 2) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract.
- 3) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Engineer will promptly investigate the conditions. If the City deems necessary, samples shall be collected and analyzed in a state certified laboratory to confirm non-hazardous conditions. Samples shall only be collected by qualified consultants who have completed the OSHA health and safety training and subsequent 8-hour refresher courses. Contractor shall not be allowed to work in the vicinity of the suspect area while sample results are pending. Contractor may continue to work at other locations on the job site which are unaffected by the suspect material. If Contractor is unable to work at a different location on the job-site than all work will be suspended in accordance with Section 8-3 "Temporary Suspension of work" until non-hazardous results are received.

If conditions under this provision causes time delays to Contractor's controlling operation on the critical path, such delays shall be considered right-of-way delays, and Section 8-5 of these General Provisions shall apply.

**CONSTRUCTION CONTINGENCY PLAN FOR CONTAMINATED SOILS
PROCEDURAL CHART**

1.	STANDARD PRACTICE	
	Be aware of gases, odors, soil discolorations, liquids unusual debris, etc. encountered during construction activities.	
	THEY MAY BE HAZARDOUS	
2.		STOP WORK
	On all construction affected by the suspected contaminated soil. Or all work, if deemed necessary, or if so ordered by the City.	
3.	CONTACT	
	<ol style="list-style-type: none"> 1. Project Inspector 2. Project Manager (284-1951) 3. City Engineer (284-1951) 	<ol style="list-style-type: none"> 4. Contra Costa County Environmental Health Department (646-2286) Emergency Response Hot Line (646-1112)
4.	The City will have an Environmental Consultant Investigate the site for possible Hazardous Contamination of the Soil	
5.	Findings will be reviewed with appropriate City personnel to determine if the work will be suspended in whole or part.	

6.	Soils samples will be taken by an Environmental Consultant as deemed necessary for lab analysis.
7.	Based on lab results the Environmental Consultant will recommend measures necessary for employee safety and clean up of the site. Should clean up be required it shall be performed only by a qualified environmental contractor.
8.	Measures will include defining the limits of contamination, disposal requirements, necessary permits, and measures required for the safety of construction personnel and the general public.
9.	Portions of the work previously suspended will resume upon finding the site to be safe. If the site is deemed not to be safe the work may be modified as recommended by the Environmental Consultant and approved by the City, and permitting agencies.

6-11.5 Material Safety Data Sheets (MSDS) - The Contractor's attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet or a letter from the manufacturer or supplier stating that an MSDS is not required for each potential hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection.

Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to comply with the submittal of an MSDS for any hazardous material will result in suspension of construction work.

6-11.6 Payment - All costs incurred in providing and conforming to safety requirements shall be included in the various Contract bid prices and no separate payment will be made therefor.

6-12 TRAFFIC CONTROL

6-12.1 General - Work shall conform to Section 7-1.03, "Public Conveniences," 7-1.04, "Public Safety," and Section 12-3, "Traffic-Handling Equipment and Devices," of the State Specifications, and these provisions. When there is a conflict regarding a specified requirement, the most stringent provisions providing the highest value to the City, as solely determined by the Engineer, shall take precedent.

Contractor shall furnish, install, maintain, and repair all materials and devices of any kind, including steel trench plates, as necessary to implement effective traffic control. All installations shall be removed by Contractor when no longer needed. The Contractor may be required to temporarily cover certain signs that are in conflict with the construction area signs. The Engineer shall approve which signs to be covered and the period of covering.

6-12.2 Traffic Control Plan – Prior to starting work Contractor shall submit a detailed traffic control plan for approval by Engineer. The plan shall provide sufficient details to illustrate and convey construction zone signage, detours, typical lane closures, channelizing, locations of flagmen, provisions for pedestrians, and other pertinent information to implement effective traffic control. A separate plan may be required for each work zone. Traffic control plans shall be coordinated with the sequence of work to be undertaken. The Engineer shall review the submitted plan and indicate to Contractor any necessary revisions or corrections. Contractor shall revise and resubmit the plan to the engineer, and this process shall be repeated, until the Engineer finds the plan acceptable. Contractor shall not be permitted to perform any traffic control work until the plan is accepted by Engineer.

6-12.3 Maintaining Traffic/Closures - Unless otherwise provided in the Special Provisions, public traffic shall be permitted to pass through the work zone with one lane in each direction and with as little inconvenience and delay as possible.

Lane closure is defined as a temporary closure of any portion of an existing traffic lane, or the temporary shifting of an existing traffic lane to the road shoulder, a parking lane, medians, or other areas within the roadway. Notwithstanding the working hours specified elsewhere, lane closures shall be permitted only between 8 a.m. and 5 p.m. Monday through Friday. During lane closure, at least one ten-foot (10') wide vehicular traffic lane shall be open to public use at all times. At least two (2) flagmen are required when lane closures result in a single lane open for two-directional traffic.

Contractor shall provide communication equipment acceptable to the Engineer to be used by flagmen for managing the lane closure zone. Flagmen shall be capable of relaying to the public any information regarding the anticipated duration of the closure, how to proceed through the traffic control limits, and information related to access to properties and businesses within said limits. Flagmen shall remain in place until the entire width of the roadway has been opened to the public. Unless approved otherwise by the Engineer, any traffic delays shall not exceed ten (10) minutes in duration. Emergency vehicles shall be allowed with immediate access through the construction zone at all times. The Engineer may order traffic lanes to be open to public traffic when no work is in active progress requiring lane closures.

Unless otherwise specified by the Special Provisions, no road closures are allowed at any time.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to access by abutting property owners. Contractor may only interrupt driveway access when it is coordinated forty-eight (48) hours in advance with the affected property owner(s) and Engineer. An additional notice to the affected parties shall further be provided one (1) hour prior to restricting driveway access.

Safe accommodation for pedestrian access through the construction zone shall be provided at all times.

Unless otherwise allowed by the Special Provisions, existing traffic signal and street lighting systems shall be kept in operation during progress of the Work.

Where traffic is being routed through a construction zone under one-way controls, and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the Work to another shall comply with such one-way controls.

6-12.4 Public Parking - For the Contractor's convenience and coordination with the public, the Contractor shall submit a proposed "Parking Restriction Plan" to the City with the required "Work Schedule" for City approval.

All existing parking spaces shall remain safe and open for public use if they are not directly in the area of actively ongoing construction activity. Staging of equipment and materials anywhere on the street is only allowed within the project limits and only when authorized by the Engineer in advance. Parking restrictions necessitated by the Contractor's operations must be posted at least forty-eight (48) hours prior to their being effective. Posting shall be by temporary signs attached to portable barricades or any other method, except utility poles. The parking restriction signs must provide effective dates and notice that vehicles in violation of the restriction will be towed at the owners' expense. It shall be the responsibility of the Contractor to arrange for towing and removal of any vehicles which have not been removed by the owners and which interfere with the work. **No** vehicle shall be towed unless prior required notices have been properly posted.

All temporary signs shall be removed immediately upon the termination of the parking restriction.

6-12.5 Paving Transitions - Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction.

While sub-grade and paving operations are underway, public traffic may be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at all times at locations where sub-grade and paving operations are in active progress.

6-12.6 Opening Completed Work to Public Traffic - Whenever a portion of the project has been completed, the Contractor shall open it to use by the public if the Engineer so orders,. Contractor may also voluntarily open it to use by the public if the Engineer so consents. In either case the Contractor shall not be allowed any compensation due to any delay, damage, or inconvenience to his operations caused by such public use. The Contractor shall not be relieved of any other responsibility under the Contract, including clean-up and finishing operations.

6-12.7 Temporary Traffic Striping and Pavement Markings - Immediately after paving or removal of existing traffic striping and markings, temporary striping and markings shall be fully applied prior to opening the road to public traffic and continuously maintained until such time when permanent striping and markings are installed. Materials, installation,

maintenance, and removal of temporary striping and markings shall be in accordance with the standards of the *California Manual of Uniform Traffic Control Devices*.

Contractor shall perform all work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of paint or removable traffic tape temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Temporary pavement markers, including underlying adhesive, and removable traffic tape shall be removed when no longer required for the direction of public traffic, as determined by the Engineer. Delineation that is damaged by any cause during the duration of Contract shall be immediately repaired or replaced by Contractor at his sole expense to the satisfaction of Engineer.

Temporary pavement delineation placed on the asphalt concrete base course shall be temporary raised markers for lane lines and paint with reflective glass beads for legends. Temporary permanent delineation placed on the final pavement surface or existing pavement to remain shall be temporary removable traffic tape and temporary reflective raised markers. The Contractor shall install all temporary pavement delineation including lane lines, shoulder lines, and all other delineation at the same layout, size and width and following the same or equivalent striping patterns or details as the obliterated pavement delineation it is replacing or as the planned permanent striping shown on the Plans.

The maximum longitudinal spacing for markers to delineate lane line and centerline shall be twelve (12) feet. Double yellow striping details shall be delineated with two markers placed side by side at a maximum longitudinal spacing of twelve (12) feet. Temporary markers shall match the color of striping details being replaced.

Temporary pavement markers shall conform to those listed for day/night use in the most recent listing of "Prequalified and Tested Signing and Delineation Materials" by the State of California Department of Transportation, including but not limited to:

MARKERS:

- Vega Molded Products "Temporary Road Marker" (3" x 4")
- Pexco LLC, Halftrack Model 25, 26, 35
- Apex Universal, Model 932
- Pexco LLC, Models T.O.M., T.R.P.M., "HH" (High Heat)
- Hi-Way Safety, Inc., Model 1280/1281
- Glowlite, Inc., Model 932

REMOVABLE STRIPING AND MARKING TAPE:

- Advanced Traffic Marking, Series 200
- Brite-Line, Series 100, Deltaline TWR
- Garlock Rubber Technologies, Series 2000
- Tape 4, Aztec, Grade 102
- Swarco Industries, "Director-2"
- Trelleborg Industries, R140 Series
- 3M, Series 620 "CR", and Series 710, 780
- 3M, Series A145, Removable Black Line Mask (Black tape for use only on asphalt concrete surfaces)
- Advanced Traffic Marking Black "Hide-A-Line" (Black Tape for use only on asphalt concrete surfaces)
- Brite-Line "BTR" Black Removable Tape (black tape for use only on asphalt concrete surfaces)
- Trelleborg Industries, RB-140 (Black tape for use only on asphalt concrete surfaces).

Removable type traffic tape shall be applied in accordance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic tape shall be applied straight on tangent alignments and on a true arc on curved alignments. Traffic tape shall not be applied when the air or pavement temperature is less than 50°F, unless the installation procedures to be used are approved by the Engineer in advance.

6-12.8 Supervision -The traffic control system shall be placed, maintained, and removed under the direct supervision of

someone who is certified as having successfully completed training in the design and operation of work zone traffic control by one of the following:

Institute of Transportation Engineers (ITE);
American Traffic Safety Services Association (ATSSA);
International Municipal Signal Association (IMSA);
State of California Department of Transportation (Caltrans).

Two working days prior to starting work requiring traffic control, the Contractor shall designate in writing the person who shall have supervision responsibility as defined herein and submit proof of the required certification. Said persons shall have the authority to stop work when necessary to correct improper traffic control.

Failure of the designated person to be present at the job site at all times when traffic control is in place shall be considered as failure by the Contractor to perform a provision of this contract. As such, the Engineer may suspend all work in accordance to Section 8-3 of the General Provisions of the Standard Specifications.

6-12.9 Failure to Comply - Failure to comply with these provisions shall be sufficient cause for the Engineer to suspend work in accordance with Section 8-3, "Temporary Suspension of the Work," of these General Provisions. In particular, failure to reopen a lane or road closure by the time specified by Contract shall constitute ground for said suspension of work. In such cases, no other lane or road closure shall be allowed until Contractor demonstrates satisfactorily, by whatever means acceptable to the Engineer, that future closures will be reopened in a timely manner. Furthermore, For each 10-minute interval, of fraction thereof, past the time specified by Contract to reopen a lane or road closure, City shall have the sole discretion to assess the Contractor a penalty of \$100 per location. This penalty shall be deducted from any money due to Contractor under the Contract. Assessment of this penalty in no way relieves Contractor from his obligations under the Contract.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as required by Specifications, the Engineer may direct attention to the existence of a potential hazard, and the necessary warning and protective measures shall be immediately furnished and installed by the Contractor at no cost to the City. If Contractor fails to comply, City shall have the sole discretion, but not the obligation, to install such measures at the Contractor's sole cost. Any costs incurred by City in said installation shall be deducted from any money due to Contractor under the Contract. Nothing in these provisions shall relieve the Contractor from his obligations for public safety under the Contract.

6-12.10 Measurement and Payment

Unless the Contract provides separate payment specifically elsewhere, full compensation for conformance to the requirements of this section shall be considered as included in the Contract lump sum price paid for "Traffic Control" of the Bid Schedule and no additional compensation shall be made therefor. If the Bid Schedule does not contain a bid item for "Traffic Control", then full compensation for conformance to the requirements of this section shall be considered as included in the other Contract bid items of work and no additional compensation shall be made therefor.

Traffic control required by work that is classified as "Extra Work" per Section 9-3 of these General Provisions shall be considered included in the compensation of said extra work.

6-13 ACCESS TO ADJACENT PROPERTY - Convenient access to driveways, houses, and buildings along the line of the work shall be provided and maintained and temporary approaches to crossings or intersecting streets shall be provided and maintained 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. At least forty-eight (48) hours in advance of any work affecting access, such as a driveway closure, all addresses affected shall be notified in writing by the Contractor of the time, date and reason for such closure. The notice shall be approved by the Engineer and shall be hand delivered or securely attached to the door of the affected property if the owner is not present.

6-14 STORAGE OF MATERIALS AND EQUIPMENT - No material or equipment shall be stored where it will interfere with the free and safe passage of the public and availability of parking (where applicable), and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for public use.

The Contractor shall be held fully responsible for such safety and protection until acceptance of the work. The City shall have the right to require warehousing, watch service or other types of protection if the same is deemed necessary.

6-15 USE OF EXPLOSIVES - All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire District; and all work shall be governed by the Health & Safety Code and any amendments or existing articles of the State of California Construction Safety Orders. Any use of explosives must be approved in writing by the Engineer. In general, the use of explosives will not be allowed unless it can be demonstrated to the Engineer's satisfaction that other methods cannot accomplish the work.

6-16 DISPOSAL OUTSIDE PROJECT LIMITS - The Contractor shall make his own arrangements for disposing of materials outside the right-of-way, and he shall pay all costs involved. Such costs shall be included in the various Contract bid items and no additional compensation shall be allowed therefor.

Contractor is encouraged to dispose of materials at locations where materials will be recycled or reused, i.e., diverted from a landfill. At the preconstruction meeting, Contractor shall submit to the Engineer a schedule identifying items to be disposed at a recycling location. Contractor shall provide Engineer with receipts or itemized listing showing quantities, preferably in weight, disposed at each location (including landfills) before retention will be released to Contractor.

When any material is to be disposed of outside the right-of-way, the Contractor shall first obtain a written permission from the property owner on whose property the disposal is to be made. The Contractor shall file with the Engineer a copy of said permission together with a written release from the property owner absolving the City from any and all responsibility, including costs, in connection with the disposal of material on said property. Except for certain hazardous materials, written permission is not required for disposal at public landfills or transfer stations. The Contractor is also responsible for obtaining any necessary permits of other Federal, State, County or local agencies.

When material is disposed of as above provided, the Contractor shall conform to all requirements of the City Municipal Code and other applicable regulations pertaining to grading, hauling and filling of earth.

Full compensation for all costs involved in disposing of materials as specified in this subsection, including all costs of obtaining a disposal site, required permits, analytical testing, loading, hauling and disposal, shall be considered as included in the price paid for the Contract item of work involving such materials and no additional compensation will be allowed therefor. No additional payment will be granted the Contractor for inconvenience or delays encountered in complying with the requirements of this subsection.

6-17 RESPONSIBILITY FOR THE WORK AND MATERIALS - Until the acceptance of the work, the Contractor shall have the charge and care of the work and of the materials to be used therein, including materials for which he has received partial payment or materials which have been furnished by the City, and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the work, except as provided for in Section 6-30 "Relief from Maintenance and Responsibility". The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages by any cause to any portion of the work or the materials before its completion and acceptance; and shall bear the expense thereof, except as otherwise expressly provided.

Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable drainage of the project and erect such temporary structures as are necessary to protect the work or materials from damage.

The suspension of the work from any cause whatsoever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at his expense, properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the city and the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any materials so stored except on written authorization from the Engineer.

6-18 SUBCONTRACTING - The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

No subcontractor shall be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and The Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract and Specifications.

The Contractor shall provide appropriate provisions in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms contract documents, insofar as applicable to the work of subcontractors. All subcontracts shall give the Contractor the same power regarding the termination any subcontract as the City may exercise over the Contractor

Nothing contained in any subcontract shall create any contractual relation between any subcontractor and the City.

Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

6-19 MUTUAL RESPONSIBILITY OF CONTRACTORS - If, through acts of neglect on the part of the Contractor, any other contractors or any subcontractor shall suffer loss of damage on work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City, its agents, employees, officials, and the Engineer against any such claim in accordance with Section 6-35 "Indemnity Provision".

6-20 COORDINATION WITH OTHER CONTRACTORS - When two or more contractors are employed by the City on related or adjacent work, or obtain materials from the same material source, each shall conduct his operations 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.

The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site, or adjacent sites, and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of other work as being satisfactory for proper coordination with his own work.

6-21 ENVIRONMENTAL RESPONSIBILITIES -

6-21.1 General - The Contractor shall comply with all air, water and other pollution and environmental control rules, regulations, ordinances and statutes that apply to any work performed pursuant to the Contract.

6-21.2 Noise Control - The Contractor shall comply with all local ordinances setting forth noise level rules and regulations. Work shall not commence prior to 7:30AM weekdays, 9:00AM on weekends (when the Contractor is allowed by the Engineer to work weekends) and not extend beyond 6:00PM without the specific approval of the Engineer.

All internal combustion engines, used for any purpose on the project, shall be equipped with mufflers of a type recommended by the manufacture. Mufflers shall be maintained in good working order at all times. Noise generated by the Contractor's equipment shall not exceed the levels as set forth below:

6-21.3 Water Pollution Control

6-21.3.1 General - Contractor shall comply with provisions in Section 13, "Water Pollution," and 14-11.02E(1)-regarding "Contractor-Generated Hazardous Waste," of the State Specifications, except for provisions specifically modified herein. Contractor shall review the State Specifications above in context of the Project scope and size, and submit a water pollution control program applicable to the Contract work at least five (5) working days prior to mobilizing to the job site.

Unless otherwise approved in writing by Engineer, Contractor shall not expose a total area exceeding one acre of erodible earth material that may cause water pollution.

Debris produced by saw cutting various types of pavements shall be collected, as they are created, by vacuuming or other means approved by the engineer. Saw cutting debris shall not be allowed to entry storm drain facilities and any time.

If Contractor uses pesticides on the project for any reason, he shall submit a Pest Management Record to the Engineer monthly and with each Progress Payment Invoice. This form is included in the Appendix of these Standard Specifications.

The Engineer may suspend all or portions of the Work until such time when adequate water pollution control measures have been implemented.

6-21.3.2 Implementation and Maintenance – To ensure proper function of water pollution control measures, Contractor shall monitor weather forecasts on a daily basis when construction occurs during a season when rain may reasonably be expected. Contractor shall regularly inspect and maintain the construction site, but at minimum as follows:

1. Prior to a rain event that has been forecasted.
2. After a rain event that causes site runoff.
3. At 24-hour intervals during an extended rain event.
4. Routinely, at least once every week during the rainy season (Hereby defined as October 1 through April 15).
5. Routinely, at least once every two weeks outside the rainy seasons.

Contractor shall maintain a log documenting inspection and maintenance activities required by these provisions, and their dates of performance.

6-21.3.3 Penalties – Contractor shall be solely responsible for any penalties assessed or levied on him or the City as a result of Contractor's failure to comply with these provisions, including, but not limited to, the compliance with applicable provisions of Federal, State, and local laws. Notwithstanding any other remedies authorized by law, City may retain money due to Contractor under the Contract, in an amount up to and including the entire amount of penalties proposed, assessed, or levied against Contractor by Federal, State, and local regulatory agencies authorized by law. Said retention shall not be released until Contractor finally resolves any Federal, State, and local agency claims against him. Retention of funds shall be in addition to other retention amounts required by Contract.

6-21.4 Air Pollution Control – The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control, rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code. Burning of materials to be disposed of will not be allowed.

6-21.5 Dust Control – Contractor shall be aware that Work occurs adjacent to existing residences and businesses. Contractor shall undertake all reasonable measures to minimize the presence and impacts of dust in the work area and on adjacent residences and businesses. Leaf blowers shall not be used to remove debris from the work site. Whenever the Engineer deems dust control to be necessary, the Contractor shall furnish and apply dust control measures as necessary to alleviate the dust problem. The Engineer may specify water, a dust palliative, or another control measure that the Contractor shall furnish and apply in accordance to Section 4 of the Technical Provisions. . All costs for such control shall be included in the various Contract bid items and no additional compensation shall be made therefor.

6-21.6 Street Sweeping – At the end of each work day, construction debris of any kind shall be swept from all surfaces within the areas affected by Contractor's operations. Failure to comply shall constitute grounds for suspension of work per Section 8.3 of these General Provisions.

6-22 CONTRACTOR NOT AN AGENT OF THE CITY – The right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

6-23 PROPERTY RIGHTS IN MATERIALS – Nothing in the Contract shall be construed as vesting the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil; or after partial payment has been made as provided by these Specifications for material delivered on the ground or stored subject to or under the control of the City and unused. All the material shall become the property of the City upon being so attached or affixed, or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided by these Specifications.

6-24 RIGHTS IN LAND AND IMPROVEMENTS – Nothing in the Contract shall be construed as allowing the Contractor to make arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the

Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of such land, structure, or building.

The Contractor shall not occupy City-owned property outside the work as shown on the plans unless he enters into a rental agreement with the City.

6-25 PERSONAL LIABILITY - Neither the Engineer, nor any other officer or authorized employee or agent of the City, nor any authorized officer or employee of the State, County, or any District shall be personally responsible for any liability arising from or by virtue of the Contract.

6-26 REPAIR OF EQUIPMENT - The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work shall be considered a part of the work to be performed under the Contract.

6-27 MATERIAL PLANTS - The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on contracts under supervision of the City shall be considered a part of the work to be performed under the Contract and any laborers, workmen, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

6-28 NON-ENFORCEMENT - NO WAIVER BY CITY - The failure of the City or Engineer in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option therein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion or at any future time.

6-29 GUARANTEE AND WARRANTY - In addition to guarantees required in other provisions of the Contract, the Contractor shall, and hereby does, guarantee and warrant all work for a minimum period of one year after date of acceptance of work by City and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to City. Ordinary wear and tear, unusual abuse or neglect is excepted.

The Contractor shall request, in writing, a warranty inspection by the City not more than thirty (30) calendar days nor less than fifteen (15) calendar days prior to the expiration of the warranty period. The Engineer shall perform a warranty inspection and notify the Contractor of any defects in writing.

In the event the Contractor fails to commence repair of any defective conditions within one week after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at the expense of the Contractor who hereby agrees to pay all costs and charges therefor immediately on demand including a twenty (20) percent markup for engineering and administration.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted, or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may proceed to make such corrections without further notice. The cost of any corrections performed by the City, plus a twenty (20) percent markup for administration, will be charged to Contractor. Should the Contractor fail to pay the City for such costs within sixty (60) days from the date of the invoice for such costs, the City will take appropriate legal action to collect such payment including interest and attorney fees as the law permits.

Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud or implied warranties.

6-30 RELIEF FROM MAINTENANCE AND RESPONSIBILITY - Upon the request of the Contractor, the City may relieve him of the duty of maintaining and protecting certain portions of the work that have been opened for City use and which have been completed in all respects in accordance with the requirements of the Contract and to the satisfaction of the Engineer, and thereafter the Contractor will not be required to do further work thereon. In addition, such action by the City will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or

from the action of the elements or from any other cause, but not from injury or damage resulting from the Contractor's own operations or from his negligence.

Nothing in this section shall be construed as relieving the Contractor of full responsibility for making good on defective work or materials found at any time before the formal written acceptance of the entire Contract by the City. The start of the guarantee period remains, as the date of final acceptance of the entire project by the City Council.

6-31 DAMAGE TO WORK BY AN ACT OF GOD - In accordance with Section 7105 of the Public Contract Code, the Contractor will not be responsible for the cost of repairing or restoring damage to work, when such damage is determined by the Engineer to have been caused by an act of God, not preventable by the Contractor. This provision shall apply only to costs in excess of five (5) percent of the total Contract amount, per occurrence.

The provisions of this section shall not apply to projects financed by revenue bonds.

6-32 RESPONSIBILITY FOR CLAIMS AND DAMAGES - The Contractor agrees to indemnify and save the City, its officers, agents and employees harmless from any loss or damage resulting from any claim or damage asserted under its care, custody or control. The City and all such officers and employees thereof connected with the work shall not be answerable or accountable in any manner for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person either workmen or the public; or for damage to property of others from any cause which might have been prevented by the Contractor, or his workmen, subcontractors, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or anytime before its completion and final acceptance.

The Contractor shall indemnify and save harmless the City of Lafayette and all officers and employees thereof connected with the work, from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by or on account of any act or omission by the Contractor or his agents during the progress of the work or at any time before its completion and final acceptance.

In addition to any remedy authorized by law, the amount of money due the Contractor under and by virtue of the Contract, as shall be considered necessary by the City, may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

Notwithstanding assertions that the City, its City Council, or its officers, agents, or employees may have been solely negligent, the Contractor shall assume the defense of the City, its City Council, and its officers, agents, and employees from all claims of any kind arising directly or indirectly out of the performance of the work.

6-33 INSURANCE

6-33.1 General - The Contractor and his Subcontractor's Comprehensive General Liability and Property Damage Insurance shall provide adequate protection against comprehensive general liability, property damage, and vehicular liability.

The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Comprehensive General Liability and Property Damage and Vehicular Liability Insurance of the type and in the same amounts specified for the Contractor, or (b) insure the activities of his subcontractors in his own policy.

All insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

The Contractor shall not commence work under this Contract until all the insurance required herein is obtained and approved. The following requirements apply to the Contractor and his subcontractors.

At the time of the execution of the agreement, the Contractor shall, at his own expense, procure and at all times during the prosecution of the work hereunder and until final completion thereof maintain in full force and effect Workmen's Compensation Insurance and Comprehensive General Liability Insurance, including motor vehicles and equipment, and include perils of explosion, collapse, underground and personal injury as follows:

- 1) A policy of comprehensive general liability insurance naming the City, its officers and elected officials, agents and employees as additional insured against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons, or damage to real or personal property, arising in or by reason of or in connection with the performance of the work herein contemplated; and agreeing to defend against all claims, demands, actions or legal proceedings made or brought by any person by reason of any such injury, death or damage, and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith.
- 2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and agents.
- 3) The insurance required shall provide adequate protection for the Contractor and his subcontractors against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him and also against any of the special hazards which may be encountered in the performance of this Contract.
- 4) The policies shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of the Contract. In lieu of actual delivery of such policies, a certificate issued by the insurance carrier showing such policies to be in force for the period covered by the Contract, covering without exclusions the requirements as specified and covering the City, its officers and elected officials, its agents and employees as additional insured, may be delivered to the City. Such policies and such certificates shall be of a form approved by the City Attorney of the City.
- 5) The Contractor shall save, keep and hold harmless the City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
- 6) Contractor shall agree to waive rights of subrogation which any insurer of Contractor may require from Contractor by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to put in effect this waiver of subrogation.

In case an extension of time is granted to the Contractor, the Contractor shall submit evidence of required insurance coverage for the additional length of time such insurance policies shall be in effect. City may require a copy of the actual policy represented by any certificate, in which case Contractor shall promptly comply.

The cost of providing all required insurance coverage shall be considered as included in the various Contract bid prices and no additional compensation shall be made therefor.

6-33.2 Workers' Compensation Insurance - Pursuant to the requirements of Section 1860 of the State Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in accordance with the provisions of Section 3700 of the Labor Code. Contractor's Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and subcontractors.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

This certification is included in the Contract, and signature and return of the Contract as provided in Section 3-3, "Execution of Contract", shall constitute signing and filing of the certificate.

6-33.3 Comprehensive General Liability Insurance - The Contractor shall procure and shall maintain during the life of this Contract Comprehensive General Liability Insurance, Property Damage Insurance and Vehicle Liability Insurance as specified in these provisions.

These policies shall each provide at least the following limits:

General Liability (Form CG00 01 12 07)	\$2,000,000 each occurrence (Combined single limit for bodily injury and property damage)
Product Liability- Completed Operation	\$2,000,000 each occurrence
Automobile Liability	\$1,000,000 per accident for bodily injury or disease

The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any extra work during the Contract. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01.

The policies shall contain, or be endorsed to contain provisions regarding additional insured status described herein. The City, its officers, officials, employees, agents, are to be covered as additional insured on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.

6-33.4 "All Risk" Builders Coverage - When required by the Contract Special Provisions, the Contractor shall furnish to the City and maintain during the life of the Contract "All Risk" Builder's coverage. Said policy shall insure the work against all risks of fire, lightning, vandalism, water and other risks of loss provided in the "all risk" type policy. The City reserves the right to approve the form, sufficiency and manner of execution of the contract of insurance. This insurance shall be written on a Builder's Risk Form for 100% of the value of the work completed at all times and materials delivered at the site at all times. The Contractor shall deliver to the City a duly certified copy of the insurance policy at the time the Contract is signed; said policy shall be written in the name of both the City and the Contractor. All losses shall be paid to the insured as their interests appear.

The term "public streets and highways" shall be deemed to include without limiting the generality thereof, all roads, roadways and thoroughfares used for access to the site of the work.

No payment will be made to the Contractor unless the provisions of this section have been complied with.

6-33.5 Failure to Provide Insurance - If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of contract. The City at its sole option, may forthwith terminate the Contract and obtain damages from the Contractor resulting from such breach. Alternatively the City may procure such insurance and the cost of such insurance shall be deducted from any monies due to the Contractor.

6-34 NON-DISCRIMINATION AND EQUAL OPPORTUNITY - The Contractors' attention is directed to Chapter 5 of Division 4 of Title 2, California Code of Regulations. The Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex of such person, except as provided for in Section 12940 of the Government Code.

6-35 INDEMNITY PROVISION - Notwithstanding the existence of insurance coverage required of Contractor pursuant to the Contract, Contractor shall save, keep, indemnify, hold harmless, and defend City and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, personal injury to, any person, occurring or arising out of the performance of Contractor, its officers, agents or

employees, including, but not limited to, its subcontractors (hereinafter collectively "Contractor"), of the work required pursuant to this Contract, occasioned by any alleged or actual negligent or wrongful act or omission by the Contractor, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance of Contractor of the work hereunder of any article or material supplied or installed pursuant to this Contract. Indemnification is limited to the amount stated in the additional insured endorsement.

- 1) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;
- 2) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and,
- 3) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorneys' fees.

6-36 PAYMENT - Unless otherwise provide for herein, or by the Contract Bid Proposal and/or Special Provisions, full compensation for conforming to all the provisions of Section 6 "Legal Relations and Responsibilities" shall be considered as included in the various Contract items of work and no additional compensation will be allowed therefor.