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III. SPECIAL PROVISIONS	

PROJECT NAME: Oroville Police Department Alteration

A. DEFINITIONS

The work embraced herein shall be done in accordance with the City of Oroville Design Criteria and Improvement Standards, insofar as the same may apply, and in accordance with the following special provisions.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The DEPARTMENT OF PUBLIC WORKS of the City of Oroville.

Director, Department of Transportation - The Director of Public Works of the City of Oroville.

Engineer - The Director of Public Works of the City of Oroville or the City Council designated Engineer for the project acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the DIRECTOR OF PUBLIC WORKS to test materials and work involved in the contract.

State - The City of Oroville.

B. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor, the associated bid item numbers, and the dollar value of the subcontractors work to whom the bidder proposes to subcontract portions of the work, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The list shall include all subcontractors regardless of the value of the subcontract amount. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal. If there will be no subcontractors enter "None" on the subcontractor's listing sheet.

C. COOPERATION

Should construction or other work of any other nature be under way by other forces or by other contractors within or adjacent to the limits of the work herein specified, the Contractor shall cooperate with all other such contractors or other forces to the end that any delay or hindrance to their work will be avoided.

D. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work within fifteen (15) calendar days after receiving a written notice to proceed from the City of Oroville and shall diligently prosecute the same to completion before the expiration of 60 WORKING DAYS from the date of said NOTICE TO PROCEED.

E. MATERIALS

The Contractor shall furnish for use under these Special Provisions all materials required to complete the attached contract.

F. DESCRIPTION OF WORK

The work, in general, to be done under this contract consists of design build for the installation an elevator, exterior stairs and or replacement of various walls, electrical, and restroom renovations. One or more of the following items are required plans designed and approved by the City Building Department, removal of existing walls and materials to prepare for the new design and accessible path of travel obligations per State and Federal requirements. The following are the properties and a description of the work to be done.

A. All permits to be obtained by contractor.

1. Order of Work

The order of work shall be determined by the Contractor and approved by the Engineer or designated staff. The Contractor shall submit a construction schedule to the Engineer for review and approval at least seven working days prior to the distribution of notices as described in Section 3 below.

2. Contractor Daily Work Hours

The Contractor shall restrict his work hours on all Project related work to 7 a.m. to 9 p.m. daily, except Sundays and holidays, when his work hours shall be from 10 a.m. to 6 p.m. unless otherwise approved by the Engineer. The restriction shall include all associated move on, set up, equipment and material delivery, and other project activities not strictly related to the daily progress of the project.

Should the Contractor, his subcontractors, or others under the Contractor's control not comply with the requirements contained in this Special Provision, the City of Oroville will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty assessed shall be \$500.00 for the first occurrence, and \$1000.00 for each occurrence thereafter.

3. Notification of Residents and Businesses

The Contractor shall notify all residents and businesses that are affected by the construction at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the work, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. Notification shall be submitted to the City for review and approval at least 24 hours prior to distribution. Notice to be hand carried by Contractor Representative. Should a change in the work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule within 24 hours of the originally scheduled starting date.

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed.

4. Access to Business

The Contractor shall provide access to all businesses within the construction zone at all times throughout the project. When the work requires the closing of a business driveway or other entrance, the Contractor shall post signs directing the public to the most convenient access to the business. The contractor shall maintain a safe and sanitary work environment for the existing city staff during the course of construction.

5. Testing

The Contractor shall pay for all failed tests as determined by the Engineer. The cost of failed tests shall be deducted from the Contractor's progress payment. Tests shall include all tests normally performed by the Engineer to check the Contractor's compliance with the contract provisions.

6. Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she has given the Engineer due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 24 hours after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on a City Standard Form furnished by the City and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons

for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 calendar days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of the City that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

Payment

Payment: The contract price paid for project shall include full compensation for furnishing all approved plans, engineering, labor, materials, tools, equipment, and incidentals, and for doing all the work involved, and as directed by the Engineer. The work shall include all plans, materials and labor for the installation of all frontage improvements and no additional compensation shall be allowed.