

Section 6 - Legal Relations and Responsibility

6.1 Laws to be Observed.

The Contractor shall keep himself fully informed of all existing and pending County, State and National laws and regulations and all municipal ordinances and regulations of the City of Albany 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; and shall protect and indemnify the City of Albany and all of its Officers, Employees, Agents and Servants 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 forthwith 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.

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 reemployed on the work.

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 and other characteristics specified in the Labor Codes. The Contractor shall forfeit to the City the penalties prescribed in the Labor Code for violations.

In accordance with the California Labor Code, the City Engineer has on file a schedule of prevailing wage rates for the types of work to be done under these specifications. The Contractor shall pay -not less than the prevailing rates as required in the California Labor Code, unless the project is "locally funded" in which case prevailing wage rates do not apply. A copy of the applicable prevailing rate of per diem wages are on file in the office of the City Engineer.

Pursuant to Section 1773.8 of the California Labor Code, each workman shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California, Department of Industrial Relations.

6.3.3 Apprentices - The Contractor shall comply with Section 1777.5 and 1777.60 of the California Labor Code relating to the employment of indentured apprentices on work to be performed hereunder.

6.4 Contractor's Licensing Laws.

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of contractors. All contractors shall be licensed in accordance with the laws of the State of California and any contractor not so licensed is subject to the penalties imposed by such laws.

6.5 Vehicle Code.

Vehicles and equipment traveling to and from the "limits of work" or "job site" over or along a public way shall conform in every respect to the applicable provisions of the Vehicle Code.

6.6 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 Albany Municipal Code unless approved by the Engineer in writing. The Contractor shall repair all facilities damaged by overloaded equipment or vehicles.

6.7 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 Albany, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

6.8 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 let by the City, fees, and charges for City issued permits will be waived. All contractors and subcontractors must have or obtain a City Business license and such business license fees will be required for all work undertaken within the limits of the City of Albany.

6.9 Patents.

The Contractor shall hold and save the City, its officers, agents, servants, 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, and should the Contractor, his agents, servants, or employees, or any of them 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, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may be this contract be required to be supplied and used, in that event the Contractor shall at his expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made.

6.10 Safety Provisions.

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.

6.11 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.

Provisions shall be made to insure proper functioning of all gutters, sewers, drainage ditches, culverts, and natural water courses.

No road or street shall be closed to the public except with the permission of the Engineer.

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 material or other obstruction shall be placed within 15 foot radius of active fire hydrants and they shall at all times be kept readily accessible to the Fire Department, unless approved by the Engineer.

The Contractor shall take due precaution against starting fires, and shall be responsible for any damage caused by fire started by his forces.

6.12 General Safety

6.12.1 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 take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to; all employees on the work and all other persons who may be affected thereby; all work, materials, and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, fences, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. 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.

The Contractor shall comply with the rules and regulations pertaining to safety established by the Safety and Health Regulations for Construction under QSHA (Occupational Safety and Health Administration) and the California Division of Industrial Safety and all other applicable laws, ordinances, rules, regulations and orders of any public authority having Jurisdiction, for the safety of persons or property or to protect them from damage, injury or loss.

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. If contaminated soil is discovered during excavation or grading, see Chart No. 1 for process to follow.

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.

6.12.2 Excavation Safety.

A. 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.

B. Confined Spaces shall be per Cal OSHA Standards.

6.12.3 Material Safety Data Sheet (MSDS) -Attention is, directed to the provisions of General Industry Safety Orders §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 hazardous substance proposed to be used, ten days prior to the delivery of such material to the jobsite or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested on District laboratories, the MSDS shall be submitted with the sample(s). 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 submitted of an MSDS for any hazardous material will result in suspension of construction work.

6.12.4 Payment - All costs incurred in providing and conforming to safety requirements shall be included in the prices bid and no separate payment will be made therefore.

6.13 Traffic Control.

Unless otherwise provided in the special provisions, one lane in each direction for public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

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.

On residential streets the Contractor's operation shall be conducted in such a manner as to allow parking on one side of the street at all times, unless permitted otherwise in writing by the City. Parking restriction necessitated by the Contractor's operations must be posted at least 24 hours prior to their being effective.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Existing traffic signal and street lighting systems shall be kept in operation for the benefit of the traveling public during progress of the work.

The Contractor may be required to temporarily cover certain signs which regulate or direct public traffic. The Engineer will determine which signs shall be covered and period of covering.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

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; and if ordered by the Engineer, 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. Culvert installation or culvert construction shall be only constructed on one-half the width of the traveled way at a time and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic. That portion of travel way left open to traffic shall not be less than required for full width safety as directed by the Engineer.

While subgrade and paving operations are underway, public traffic shall 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 subgrade and paving operations are in active progress.

Temporary road closures between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday (except Holidays), may be approved by the City provided such request is submitted in writing within the required "Work Schedule." If approved by the City, the Contractor shall post advisory signs notifying the public of such proposed temporary closure not less than 72 hours prior to such approved closure. Advisory signs shall be all approved by the City at the Contractor's expense.

At locations where traffic is being routed through construction 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 be governed in accordance with such one-way controls.

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades, and other warning safety devices for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work.

Whenever a portion of the project has been completed, the Contractor shall open it to use by the public if the Engineer so orders or may open it to use by the public if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, damage, or inconvenience to his operations caused by such public use. The Contractor will not be relieved of any other responsibility under the contract or will he be relieved of cleanup and finishing operations.

The Contractor shall provide the necessary traffic control-such as, but not limited to, barricades, signs, flagmen, lights and other warning and safety devices as required by the latest manual approved by the California Department of Transportation for traffic control through construction areas.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at no cost to the City. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

All costs to the Contractor for Traffic Control shall be considered as included in the various contract bid prices and no additional compensation shall be made therefore.

Temporary Traffic Striping and Pavement Marking shall be per CalTrans' standards.

Where applicable, temporary school markings (e.g., yellow crosswalks, etc.) shall be applied prior to reopening work areas to public traffic.

Temporary striping and marking materials and method(s) of application shall be approved by the Engineer.

6.14 Access for 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 highways 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.

6.15 Storage of Material Temporary Equipment.

No material or equipment shall be stored where it will interfere with the free and safe passage of the public, 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.

6.16 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 Department; 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. The Engineer must approve any use of explosives in writing. 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.

6.17 Protection and Restoration of Improvements.

6.17.1 General - Contractor shall protect, shore, brace, support, and maintain all existing surface and subsurface improvements uncovered or otherwise affected by his construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod, plantings, and shrubs, shall be restored to match their original condition or better. All replacements shall be made with new materials.

Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work materials, or equipment to the satisfaction of, and at no additional cost to, the City.

6.17.2 Document Preconstruction Condition - Contractor shall be responsible for preconstruction surveys to document the condition of existing-improvements. The Contractor shall be responsible to adequately document the condition for size, kind, quantity and the extent of existing improvements. For sanitary sewer laterals, the Contractor shall provide not less than one still photograph of each upper lateral location, with date and address noted on back. Photographs shall be for the purpose of documenting the pre-existing condition at the site of work. All surveys shall be delivered to the City prior to commencing work on any given lateral. In the absence of adequate pre-construction documentation, the Engineer's judgment shall be final.

6.17.3 Tree and Plant Protection - No trees or cultured plants shall be removed or damaged, unless the Contractor obtains the written permission of the property owner and Engineer. Whenever practicable, Contractor shall tunnel beneath trees when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees and other plants.

All trees and other vegetation that are removed shall be disposed of by the Contractor as approved by the Engineer. All trees and plants not removed shall be protected against injury from construction operations.

Each tree injured beyond repair or removed shall be replaced with a similar tree the nearest size possible. All trimming, repair, and replacement of trees and plants shall be performed by qualified nurserymen or horticulturists.

6.17.4 Lawn Restoration - All lawn areas that have been disturbed by the contractor's construction activities or by parking of equipment, shall be restored using methods approved by the Engineer. The top surface elevation of the new sod shall match the preconstruction elevation.

The soil used in the repair work shall be commercially available processed topsoil. Sod shall be cut in strips or rectangular sections which may vary in length, but shall be of equal width and of a size that will permit the sections to be lifted and rolled without breaking. All sod shall be cut to a thickness of 1/2 to 3/4 inch. Fertilizer shall be pelleted or granulated and shall have an analysis of equal parts of available nitrogen, phosphorus, and potassium in percent by weight in order to supply the number of pounds of the pure chemicals per square foot recommended by the manufacturer. Water shall be free from any substances harmful to the growth of grass and shall be from a source approved by the Engineer prior to use.

Sod shall be placed after the soil has been adequately prepared and after the fertilizer has been applied as recommended by the manufacturer. Sod shall be laid smoothly, edge to edge, and with staggered joints.

All sodded areas shall be maintained in accordance with Section 20 of the "Technical Provisions." Maintenance shall include watering, re-sodding, repair of erosion damage, and all other operations necessary to obtain an acceptable grass cover. Watering shall be required if natural rainfall is not sufficient to maintain the sod bed in a thoroughly moist condition. Contractor shall provide water for watering. Sodded areas that have turned brown prior to final acceptance of the project shall be re-sodded. Original grades of the grass-covered areas shall be maintained after commencement of sodding operations and during the maintenance period.

6.17.5 Fences - All existing fences affected by the work shall be maintained by the Contractor until completion of the work.

Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the Engineer and owner of the fence and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the work across any tract of land. Contractor shall restore all fences to their original or to a better condition and to their original location.

6.17.6 Restoration of Driveways. Sidewalks. Retaining Walls. Curbs, and Gutters - The Contractor shall observe the following requirements:

To the extent possible, construction shall be conducted without disturbing concrete driveways. All concrete curbs, gutters, aprons, patios, walls, driveways, and sidewalks which are broken, crushed, or damaged by the installation of the improvements shall be reconstructed by and at the expense of the Contractor. All restoration shall be of the same kind of material, quality, and of the same dimensions as the original work. The minimum

thickness for concrete slabs, etc. shall be no less than adjoining pavement in thickness, or as indicated on the Drawings, or as specified, whichever is the greater.

The repairs shall be made by removing the damaged portions between cold joints, or to nearest weakened plane joint cut by a concrete saw and by replacing the entire portions. Reinforcing dowels shall be placed in existing concrete as approved by the Engineer. Patching the damaged part is not allowed. All work shall match the appearance of the existing improvements as nearly as practicable.

A power-driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, driveway, curb, and gutter where it is necessary to remove the concrete. Sidewalk shall be saw-cut at existing score marks. Driveway aprons shall be removed and replaced as a whole without saw cutting. The kerf shall be a minimum of 1-1/2 inches and straight; and, if two cuts are made they shall be parallel. The kerf shall be deep enough to permit complete breakage of the concrete without ragged edges.

All edges of concrete shall be edged with a cement edger of the size 2-3/4 inches in width with a 3/16-inch radius. All joints or grooves that are indicated on the Plans or are required by the Engineer shall be marked with cement groovers or jointers 4 inches in width and having a groove 3/8 inch wide at the top and a depth of 1/4 inch to 1/2 inches.

All new or previously existing concrete surfaces shall be left neat, clean, and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured, shall be replaced at the Contractor's expense.

6.17.7 Payment - All costs to the Contractor for protecting, removing, and restoring existing improvements on public and private property shall be considered as included in the various contract bid items. Bid prices shall include restoration of surface as well as subsurface features to their before construction function and appearance to the satisfaction of the Engineer. Restoration shall include surface conditions such as street, curb, gutter, sidewalk, retaining walls, patios, fences, gravel, lawn, dirt, and driveways; underground service utilities such as water, phone, power, gas, cable TV, television; and underground property improvements such as sprinklers and drain pipes.

6.18 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 bid prices.

When any material is to be disposed of outside the right-of-way, the Contractor shall first obtain a written agreement from the property owner on whose property the disposal is to be made and he shall file with the Engineer said written agreement together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. 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. Any City-issued permits so required shall be no fee for City contract projects but may require bonds, if required by the Engineer.

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, 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 therefore. No additional payment will be granted the Contractor for inconvenience or delays encountered in complying to the requirements of this subsection.

6.19 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 from the non-execution of the work, except as provided under Section 6-33 "Relief from Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause 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.

6.20 Subcontracting.

The Contractor shall be as fully responsible to the City for the acts and omissions of his employees and subcontractors, and of persons either directly or indirectly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any

subcontract that the City may exercise over the Contractor under any provision of the contract documents.

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

6.21 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.

6.22 Separate Contracts.

The Contractor shall coordinate his operations with those of other contractors with the City acting as facilitator. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. 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 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 and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

6.23 Environmental Responsibilities.

The Contractor shall comply with all air, water and other pollution and environmental control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract.

6.24 Dust and Debris Control.

The Contractor shall be responsible for controlling dust in the air and rocks, debris, mud or dirt which are scattered as a result of his operations on the job. The Contractor shall be responsible for cleaning all mud, rock, dust, dirt, and debris-producing materials that originate in the project area and are deposited on other public or private property by truck tires, spillages, or by other means. The Contractor shall have suitable and adequate street cleaning equipment on the project site at all times.

The Contractor shall begin cleanup operation by 3 PM and before the end of each day's work, clean all paved portions of the project and paved streets leading from the project that have dust-producing materials or debris deposited upon them. The work areas shall be swept clean at the end of each day's work and at other times when directed by the Engineer.

The Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience in order to conserve water during drought situations or mandated rationing required by the Water Utility Company. Whenever flushing of streets or any other work is necessary, the Contractor shall provide filter materials at the catch basin to retain any debris and dirt flowing into the City's drainage system.

The cost of the above work, including the providing of barricades, water and other materials, labor, and equipment shall be at the sole cost and expense of the Contractor.

The Engineer may determine that an emergency exists when dust, rocks, debris, mud, or dirt are scattered in the public right of way or in the private properties as a result of Contractor's activities and/or deterioration of such conditions due to rain. The emergency conditions may also be declared when traffic or the Contractor's equipment travelling through a job causes dust to fly or rocks, debris, mud, or dirt to be scattered. Similar emergency conditions may be determined by the Engineer if the storage of materials, tools, or any other equipment related to the project, in the public rights of way, is causing any obstruction or blocks access to the neighboring properties and/or dangerously placed without proper barricades and lights and/or backfill stockpiles or debris washing away into the street gutter and catch basins.

Emergency Cleanup Work. In any case in which the Contractor fails to satisfactorily complete the cleanup work described in this section, the Engineer or his representative may determine that an emergency exists. In the event an emergency is determined by the Engineer, the Contractor shall immediately make available manual labor or mechanical equipment capable of handling the cleaning process. During such an emergency, City forces may be called upon to complete the cleanup work, or the City may contract for the cleanup work. All construction work shall be shut down during this cleanup work by the City/contract forces. The Engineer may shut down further construction work until the violations are corrected to the satisfaction of the Engineer. The cost of the work performed by City/Contract forces plus an additional 70% surcharge shall be paid by the Contractor by deduction from payment due him on the contract. No compensation shall be given to the Contractor for stoppage of work.

Such action by the Engineer, however, shall not relieve the Contractor of his responsibility for any damages which may occur before, during or after such action has been taken by the Engineer, and shall place no liability upon the City or the Engineer.

6.25 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.

6.26 Cooperation.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such

other contractors or- other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at, in or near the site (including material sources) at any time, by the use of other forces.

When two or more contractors are under contract with the City on related or adjacent work, each shall conduct their 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 persons or property caused to the others 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.

6.27 Rights in Land and Improvements.

Nothing in these general provisions 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.

6.28 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 under or by virtue of the contract

6.29 Repair of Equipment.

All costs 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 as included in the various contract items of work.

6.30 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.

6.31 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.

6.32 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 maybe 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 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 therefore 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 this, notice required by this article. If the Contractor cannot be contacted or does not comply, with the Engineer's request or correction within a reasonable time .as determined, by the Engineer, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention arid the costs including a 20 percent markup of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

The Contractor shall post a warranty bond prior to the City's acceptance of the project. Such bond shall be in the amount of ten (10) percent of the final Contract amount and shall be held by the City until satisfactory performance by the Contractor of the correction of any defective work or materials.

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.

6.33 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.

However, nothing in this Section shall be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before the formal written acceptance of the entire contract by the City. Further, that the start of the guarantee period remains, as the date of acceptance by entire project.

6.34 Catastrophic Damage.

In the event damage to the work is caused by a storm, flood, tidal wave or earthquake, which constitute an "occurrence" as described in Section 7-1.165 of the State Specifications, said Section shall apply insofar as applicable to this work except only those earthquakes in excess of 6.0 on the Richter scale shall be considered as an "occurrence."

6.35 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 of Albany 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 Albany 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, so much of the 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.

6.36 Insurance.

6.36.1 General – The Contractor and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public 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 Public Liability and Property Damage and Vehicular Liability 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 Public Liability Insurance, including motor vehicles and equipment, and include perils of explosion, collapse, underground and personal injury as follows:

A policy of public liability insurance naming the City of Albany, its officers, agents and employees as 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.

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. 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 such 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, 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. Should any policy be cancelled before final completion of the work herein contemplated and the Contractor fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be from any monies due to the Contractor.

City may require a copy of the actual policy represented by any certificate in which case Contractor shall comply.

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.

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. The cost of providing all required insurance coverages shall be considered as included in the various contract bid prices and no additional compensation shall be made therefore.

6.36.2 Workers Compensation Insurance – The Contractor shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by applicable State law for all of his employees to be engaged in the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's workers Compensation Insurance. In case any class of employees engaged in work on the project under this contract is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract. The City, its officers, or employees will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All workers compensation 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) calendar days before expiration or cancellation is effective.

6.36.3 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance – The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance specified. The Contractor shall either require each of his subcontractors to procure and to maintain during the life of his subcontract. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance specified or insure the activities of his subcontractors in his policy.

The Contractor shall furnish to the City and maintain during the life of the contract such public liability and property damage insurance policies including "All Risk" Builder's risk coverage, as are necessary to insure the contractor, his subcontractor, the City, and its officers, agents and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed.

The policies shall each provide in at least the following limits:

Public Liability	\$1,000,000.00	each person
	\$3,000,000.00	each occurrence
Property Damage	\$ 500,000.00	each occurrence

Such policies shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as are required to cover the risks involved. The City reserves the right to approve the form, sufficiency and manner of execution of the insurance contract.

The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any necessary extra work during the contract.

The Contractor shall take out and pay for all property insurance on the work to be constructed under this contract and upon all materials, in or adjacent thereto and intended for use thereon. Said policy shall insure the work against all risks of fire, lightning, vandalism, water and other risks of loss as 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.

If and whenever the Contractor or any subcontractor, in carrying on the contract operation, shall use and operate automobiles, trucks or other vehicles on public streets and highways, each shall use and operate, automobiles, trucks or other vehicles on public streets and highways, each shall carry, at his own expense, automobile public liability and property damage insurance, with limits of not less than \$1,000,000.00 for any one person, and \$3,000,000.00 for any one accident, and \$500,000.00 property damage.

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.

6.37 Affirmative Action and Equal Opportunity.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, ancestry, sexual orientation, or religion. Contractor shall take affirmative action to assure that applicants are employed and employees are treated during employment without regard to race, color, sex, national origin, sexual orientation, ancestry, or religion, with the goal being that the ethnic composition of the Contractor's work force component for the project or service will approximate the ethnic composition of the population of Alameda County. Such action shall include, but not be limited to, employment, upgrading, demolition, or transfer, recruitment or recruitment advertising; lay-off or termination; rate of pay or forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training, and on-the-job training. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this non-discrimination clause.

6.38 Payment.

Full compensation for conforming to all the provisions of Section 6 "Legal Relations and Responsibility" shall be considered as included in the prices bid for the various contract bid items of work and no additional compensation will be allowed therefore.

6.39 Claims and Protests by Contractor.

A. Written Protest:

If work demanded of the Contractor is considered by him to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his objections thereto,

The Engineer will consider and investigate the protest and his decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his findings and thereafter his findings shall be final and conclusive.

Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.

B. Written Claim:

No more than 30 days after submitting a protest in accordance with A- above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such

clarification and further available information and data as may be requested in writing by the Engineer within the time specified in such request. In addition, he shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested.

No claim may be filed after the date of council acceptance or the Director of Public Works' written acceptance of the work.

If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference, within 30 days for settlement of the dispute.

If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 920) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to the above until the time the claim is denied, including any period of time utilized by the meet and confer conference.

Any orders or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

C. Resolution of Disputed Claim:

Should the contractor not be satisfied with the Engineer's decisions rendered pursuant to C. above, he/she must notify the Director of Public Works within 15 calendar days of the receipt of the Engineer's written decision pursuant to Section 20104 of the Government Code.

The City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period

of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

6.40 Apprentices.

The Contractor and any subcontractor working under him must comply with and be governed by the laws of the State of California having to do with the employment of apprentices on public works as set forth in Sections 1777.5 and 1777.6 of the Labor Code of the State of California.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6.41 Entry Rights.

The right is reserved to the City, and also to railway, water, gas, telephone, telegraph, cable television and electric power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of work. Projects financed in whole or in part with State funds shall be subject to inspection at all times by the State of California agency having jurisdiction or his agent.

6.42 Obstruction.

No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must be at all times readily accessible to the Fire Department.

Where the completion of the work requires their removal, the Contractor shall remove and dispose of all structures, debris, or other obstructions encountered in making the improvement.

6.43 Sanitary Conveniences.

Necessary sanitary facilities for the use of workers properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced.

6.44 Preservation of Monuments.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willfully or careless destruction, he will be charged with the entire cost of replacing them and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Monuments which have to be removed shall not be disturbed until authorized by the Engineer.

The Contractor shall provide the City with a minimum of 48 hours notice of any activities which may result in the displacement damage or destruction of monuments.

6.45 Opening Sections of New Work.

Whenever, in the opinion of the Engineer, any section of the work is in a condition for beneficial use by the City it may be opened for use. Such openings, when authorized in writing

by the Engineer shall not represent acceptance of that portion of the work unless all specified testing has been satisfactorily completed.

The Contractor will be responsible for all necessary repairs on any section of work, so opened, due to defective material or work, damage by Contractor's operation, or to natural causes other than ordinary wear and tear until final completion and acceptance of the work. Such repairs shall be at the expense of the Contractor.

6.46 Acceptance of Work on Contract.

When the final inspection is completed and it has been determined that the work is in accord with the plans and specifications, the Engineer will formally accept the contract. After such acceptance, the Contractor will be relieved of protecting the work, except for such correction or repair as shall be required to correct any defect in the work. The Contractor will not be required to perform any further work thereon except such items as may be reserved specifically in the specifications or formal written acceptance, and he shall be relieved of responsibility for injury to persons or property or damage which occurs after the formal written acceptance.

6.47 Correction of Errors, Recovery for Errors, Dishonesty or Collusion.

The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover by process of law any sums sufficient to correct any error or make good any deficiency in the work, regardless of when such error, dishonesty or collusion shall be discovered.

6.48 Right-of Way.

The right-of-way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside the limits of the right-of-way, unless otherwise provided in the Special Provisions.