

SECTION 01170 – SPECIAL TECHNICAL PROVISIONS

PART 1 – GENERAL

1.1 CONSTRUCTION SURVEYS

A. LAND MONUMENTS

The CONTRACTOR shall notify the AGENCY of any existing Federal, State, City, County, and private land monuments encountered. All monuments shall be preserved, or if necessary to be destroyed during performance of the work, shall be replaced by a licensed surveyor at the CONTRACTOR'S expense. Appropriate record of survey drawings shall be filed with the County of San Diego for all replaced monuments. When government monuments are encountered, the CONTRACTOR shall notify the AGENCY at least two (2) weeks in advance of the proposed construction in order that the AGENCY will have ample opportunity to reference these monuments for later replacement.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01039 – Coordination and Meetings

B. Section 01300 – Record Drawings and Submittals

1.3 GEOTECHNICAL WORK

A. Subsurface Investigations

1. The CONTRACTOR shall perform an independent geotechnical and groundwater investigation of the project site.

B. Construction Testing

1. The CONTRACTOR shall furnish compaction testing for all bedding, backfill, and soil compaction testing.

2. The CONTRACTOR shall furnish all materials testing and special inspections. Information pertaining to materials testing and special inspections shall be provided to the AGENCY upon request.

3. When any work is determined to be unsatisfactory, faulty or defective, or does not conform to the requirements of the AGENCY, the costs shall be borne by the CONTRACTOR.

SECTION 01170 – SPECIAL TECHNICAL PROVISIONS

1.4 WATER/SANITATION AVAILABILITY

- A. The CONTRACTOR shall be responsible for providing sanitation facilities for his employees and shall fully comply with the rules and regulations of the State Board of Health and/or other bodies having jurisdiction.
- B. The CONTRACTOR shall, at all times, provide for his employees an abundant supply of safe drinking water and shall give orders against the use of, for drinking purposes, any water in the vicinity of the Work known to be unsafe.
- C. The CONTRACTOR shall provide suitable and conveniently located temporary toilets for use by his forces. They shall be left at the site until final inspection has been made.

1.5 HOURS OF WORK

- A. CONTRACTOR shall conduct all Work in accordance with the provisions of the Oceanside Water Utilities Manual.
- B. Exceptions to this Work schedule shall be only as approved in writing by the AGENCY.
- C. CONTRACTOR shall obtain special permission from City of Oceanside to work on AGENCY holidays.
- D. If the hours of work specified on the CONTRACTOR'S approved Traffic Control Plan are in conflict with the regular working hours, then the more restrictive hours shall apply.

1.6 DRIVEWAYS AND MAILBOXES

- A. Driveways and mailboxes along the route shall not be blocked from normal ingress and egress. Garbage pickup or mail delivery shall also not be blocked. The CONTRACTOR shall temporarily relocate mailboxes, or close his operations, so as not to interrupt any mail delivery.

1.7 CONTRACTOR WORK AREA

- A. The use of the project area will not be available beyond the limits of the project site as identified on the drawings or in accordance with approved traffic control permits. The CONTRACTOR must operate entirely within the limits of the project site. No equipment or materials may be parked or stock piled outside the project site or CONTRACTOR staging areas. The CONTRACTOR is responsible for locating and securing legal storage and staging areas. The CONTRACTOR shall provide a storage and staging plan to the AGENCY, including written permission from legal owner of property stating they are allowing the CONTRACTOR to use their property.
- B. It shall be understood that responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the CONTRACTOR and that no claim shall be made against the AGENCY or his authorized representatives by

SECTION 01170 – SPECIAL TECHNICAL PROVISIONS

reason of any act. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored material or equipment, the Engineer shall direct the CONTRACTOR owning or responsible for the stored materials and equipment to immediately move the same. No materials or equipment may be placed upon the property of the AGENCY other than the designated areas on the Drawings unless the AGENCY has agreed to the location contemplated by the CONTRACTOR to be used for storage.

1.09 INDEMNIFICATION

- A. CONTRACTOR hereby releases and agrees to indemnify, defend, hold harmless the AGENCY for any and all damage to persons or property or wrongful death regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the negligence, active or passive, of AGENCY, excepting only the sole negligence of AGENCY to the fullest extent permitted by law. Such indemnification shall extend to all claims, demands, actions, or liability for injuries, death or damages occurring after completion of the project, as well as during the work's progress. CONTRACTOR further agrees that it shall accomplish the above at its own cost, expense and risk exclusive of and regardless of any applicable insurance policy or position taken by any insurance company regarding coverage.
- B. CONTRACTOR shall defend, indemnify and hold the AGENCY, harmless against any and all claims by any parties arising from, or related to, any and all damages, including legal costs and attorney's fees, resulting from interference with, interruption of, damage to, or any and all injuries which result from damage caused to subsurface installation, which is unforeseen, excepting only the sole negligence of AGENCY to the fullest extent permitted by law.

1.10 JOB SAFETY

- A. CONTRACTOR acknowledges responsibility for job-site safety and acknowledges that the Engineer will not have any such responsibility. To the fullest extent permitted by law the CONTRACTOR shall indemnify, defend and hold harmless AGENCY from and against all claims, damages, losses and expenses, including but not limited to attorney fees and claim costs, arising out of or resulting from performance of work by the CONTRACTOR, its subcontractors, or their agents and employees, which results in damage to persons or property including wrongful death regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the negligence, active or passive, of AGENCY, excepting only the sole negligence of AGENCY.
- B. All necessary machinery guards, railings, and other protective devices shall be provided as specified and/or required by the State of California Division of Industrial Safety and the Occupational Safety and Health Administration. It is accepted that all fabricators, electrical and machinery manufacturers and other equipment suppliers are conversant with such regulations and they shall be responsible for the industrial safety aspects of such equipment. All equipment shall comply with all rules and regulations of the Safety Orders of the State of California Division of Industrial Safety and all local building, plumbing, and electrical codes and ordinances. Safety

SECTION 01170 – SPECIAL TECHNICAL PROVISIONS

guards shall be easily removed to permit inspection, removal and repair of the moving parts.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****