

## **Modification To General Provisions Of The Department Of Transportation Standard Specifications**

General Provisions shall be as indicated in the applicable portions of Sections 1 through 9 of the Standard Specifications except as modified herein.

References to State, the Department of Transportation, Director of Transportation, or other Department of Transportation personnel shall be interpreted to mean the Department of Resources Recycling and Recovery (CalRecycle), and corresponding Director, Engineer, staff, or other CalRecycle-designated representative respectively. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he”, are utilized in the specifications for the sake of brevity, and intended to refer to persons of either gender.

### **SECTION 1 - GENERAL**

To the Standard Specifications, amend the following section:

Section 1-1.12 Miscellany – Delete subsection.

### **SECTION 2 – BIDDING**

Delete entire section.

### **SECTION 3 – CONTRACT AWARD AND EXECUTION**

Delete entire section.

### **SECTION 4 - SCOPE OF WORK**

To the Standard Specifications, amend the following sections to read:

4-1.02 Intent - Replace entire subsection with the following:

The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Agreement in a satisfactory and workmanlike manner.

4-1.04 Use of Materials Found on the Job Site - Replace entire subsection with the following:

The Contractor may not salvage any material designated for removal and disposal without the written approval of CalRecycle staff. The Contractor may use earth, gravel, sand, or other suitable material found in excavations that have not been designated for disposal, if approved by CalRecycle staff.

Disposal of any material shall be as indicated in the Work Order or as directed by CalRecycle staff.

4-1.05 Changes and Extra Work - Replace entire subsection with the following:

CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from the Work Order, plans and specifications, as deemed necessary or advisable by CalRecycle staff. Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. A Change Order will not become effective until approved in writing by CalRecycle staff.

Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the approved Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by CalRecycle staff.

4-1.07 Value Engineering – Delete subsection.

4-1.13 Cleanup - Replace entire subsection with the following:

Before requesting final inspection of the work, the Contractor shall clean the project site, material sites, public and private roads used for site access, and all grounds occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. The Contractor shall not remove warning, regulatory, or other signs prior to formal acceptance by CalRecycle staff.

Delete subsections 4-1.05A and 4-1.05B

## **SECTION 5 - CONTROL OF WORK**

To the Standard Specifications, amend the following subsections to read:

5-1.02 Contract Components – Replace entire subsection with the following:

These General Conditions, the plans and specifications, the Work Plan, Work Orders, Special Provisions, Change Orders, and all supplementary documents are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify CalRecycle staff of any condition or event that may interfere with completion of the work or which may require a modification of the Work Order. CalRecycle staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by CalRecycle staff, will not be considered for compensation.

Should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall request CalRecycle staff to provide such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to CalRecycle staff, whose decision thereon shall be final.

All work and material shall be in accordance with terms of the Work Order, Work Plan, this RFQ and applicable sections of the Standard Specifications. The precedence of contract documents shall be as follows:

1. Permits from other agencies as may be required by law;
2. Conditions of the Work Order;
3. Special provisions;
4. Project plans;
5. Standard plans; and
6. Standard Specifications.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

Change Orders and Agreement amendments will take precedence over Items 2 through 6 above. If there is a conflict between the Agreement documents, the document highest in precedence shall control.

5-1.09 Partnering – Delete subsection.

5-1.12 Assignment – Delete subsection.

5-1.13B Disadvantaged Business Enterprises – Delete subsection.

5-1.39A Damage Repair and Restoration (General) - Replace entire subsection with the following:

Until the acceptance of the work, the Contractor shall be responsible for the work and the materials to be used therein. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof when CalRecycle staff determines that the damage was the result of negligence, improper construction procedures and practices, or a failure to protect the work, on the part of the Contractor.

5-1.43 Potential Claims and Dispute Resolution – Delete subsection.

5-1.46 Final Inspection and Contract Acceptance – Replace entire subsection with the following:

CalRecycle staff shall perform a final inspection of work completed by the Contractor. Following the determination by CalRecycle staff that work has been completed in all respects in accordance with the Work Order and plans, CalRecycle staff will prepare a letter of formal acceptance of the project, and the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY**

To the Standard Specifications, amend the following sections to read:

7-1.02K(6)(b) Excavation Safety Plans – Replace entire subsection with the following:

The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

7-1.11 General – Delete subsection.

## **SECTION 9 - PAYMENT**

To the Standard Specifications, amend the following sections:

9-1.07 Payment Adjustments For Price Index Fluctuations – Delete subsection.

9-1.16 Progress Payments – Delete subsection.

9-1.17 Payment After Contract Acceptance – Delete subsection.

9-1.18 – 9-1.20 Reserved – Delete subsections.

9-1.21 Clerical Errors – Delete subsection.

9-1.22 Arbitration – Delete subsection.