# Tustin - Rose Grade Separation Project GENERAL CONDITIONS

# **EXHIBIT C**

CONTRACTOR shall not commence any portion of the Work requiring submission of shop or working drawings, product data, samples, or similar submittals until the required submittal has been approved by AUTHORITY.

CONTRACTOR shall direct specific attention, in writing or on resubmitted shop and working drawings, product data, samples, or similar submittals, to revisions other than those required by AUTHORITY on previous submittals.

Specific requirements for the submittal of shop and working drawings, product data and samples are contained in the Special Conditions and the Technical Specifications.

Full compensation for furnishing all working and shop drawings, product data and samples shall be considered as included in the prices paid for the Contract items of Work to which such drawings relate and no additional compensation will be allowed.

#### **GC-44 Lines and Grades**

AUTHORITY will set such stakes or marks as it determines to be necessary to establish the control lines and bench marks required for the performance of the Work specified in the Contract and as indicated on the Plans.

When CONTRACTOR requires such stakes or marks to be set by AUTHORITY, it shall notify AUTHORITY of its requirements in writing a reasonable length of time in advance of starting the operations that require such stakes or marks. In no event, shall a notice of less than five (5) working days be considered a reasonable length of time.

Stakes and marks set by AUTHORITY shall be carefully preserved by CONTRACTOR. In case such stakes and marks are destroyed or damaged, they will be replaced or restored by AUTHORITY as necessary and CONTRACTOR will be charged for the cost of such replacement or restoration. This charge will be deducted from any moneys due or to become due CONTRACTOR, and/or through a Contract change order.

Surveying is to be provided for this Contract as follows:

- AUTHORITY will provide primary control monuments for the Project. Horizontal and vertical datums will be provided to CONTRACTOR.
- CONTRACTOR must independently verify the primary horizontal and vertical control and inform AUTHORITY of any significant differences between published values and found values.
- CONTRACTOR will use said primary control to set such stakes or marks as it determines
  necessary to establish the line and grades required for the performance of the Work specified in the
  Contract. Relevant right of way data will be supplied by AUTHORITY to the CONTRACTOR.
  CONTRACTOR is responsible for all construction staking on project.
- CONTRACTOR must notify AUTHORITY of any existing monuments that will be disturbed or destroyed during the course of construction.
- CONTRACTOR shall notify AUTHORITY of any conflicts between design and existing conditions and submit a Request for Information (RFI) before commencing survey.
- CONTRACTOR will provide systematic and organized copies of all field notes and cut sheets to AUTHORITY on a weekly basis (documents must be delivered at least twenty-four (24) hours before AUTHORITY verification survey is scheduled). Name of firm, job description, party chief, crew members, and date of survey shall appear on all field notes and cut sheets.
- AUTHORITY may perform periodic verification surveys to quality assure construction staking effort.

Existing monuments for horizontal and vertical controls at the locations shown on the plans shall be used to establish the lines and grades required for the completion of the work as shown on the plans.

In the event that the CONTRACTOR's operations destroy any of the construction stakes placed by the CONTRACTOR, the CONTRACTOR shall replace such stakes when instructed by the Engineer at no additional cost to the AUTHORITY.

Refer to the Special Conditions for a description of the contract lump sum bid item for Construction Staking. The CONTRACTOR shall submit to the Engineer a cost breakdown schedule of values for the contract item Construction Staking in advance of the work in accordance with the Special Conditions.

# GC-45 Protection and Restoration of Property

In addition to any other requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by CONTRACTOR's operations. Whenever any notice is required to be given by AUTHORITY or CONTRACTOR to any adjoining or adjacent landowner or other party before beginning any Work under this Contract, such notice shall be given by CONTRACTOR.

Any damage arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below ground, private or public, within or adjacent to the project limits, shall be repaired at once by CONTRACTOR. If the best interests of AUTHORITY require such repair to be made prior to the execution of any part of the Work included in this Contract, AUTHORITY will so notify CONTRACTOR who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be made.

When ordered by AUTHORITY to make any such repair, CONTRACTOR shall start work thereon within four (4) hours and shall prosecute the same with diligence to completion. Upon failure of CONTRACTOR to so comply with such order, or upon CONTRACTOR's failure to make immediate emergency repairs which are necessary in the best interests of AUTHORITY or of the Public, AUTHORITY shall have the authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due CONTRACTOR.

In any emergency affecting the safety of life or property including adjoining property, CONTRACTOR, without special instructions or authorization from AUTHORITY, is authorized to act at CONTRACTOR's discretion to prevent such threatened loss or injury, and CONTRACTOR shall so act whether or not it is instructed to do so by AUTHORITY.

# GC-46 Utility and Other Temporary Paint Markings

CONTRACTOR shall completely remove all utility and other temporary paint markings at project completion. Removal shall be by use of the high water pressure method only. Payment for removal of all utility paint markings shall be considered as included in the price paid for other items of work and no additional compensation will be allowed therefor.

# **GC-47 CONTRACTOR Quality Control**

The CONTRACTOR shall be responsible for the quality of the Work including the work performed or materials and ingredients procured from subcontractors or vendors. A quality control program shall be established, maintained, and modified, if needed, that will provide assurance that materials and completed work conform to contract requirements.