

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: November 15, 2018

FROM: Laura Fischer, General Manager

SUBJECT: Ratify Contract Agreement with RP General to Remove and Replace Sidewalk, Curb & Gutters, and Drive Way Necessary to Repair Water Break at 4 Main Street, and to install the concrete foundation for a replacement street light on Dogwood Road.

ISSUE:

Shall the Board of Directors Award the Construction Contract to remove and replace cement sidewalk, curb & gutter, and driveway due to water line replacement, and to install the concrete foundation to an IID street light?

GENERAL MANAGER'S RECOMMENDATION:

It is recommended that the Board of Directors award the construction contract for to remove and replace cement sidewalk, curb & gutter, and driveway due to water line replacement and to install the concrete foundation to an IID street light.

FISCAL IMPACT:

Staff has received three quotes for these services. The lowest quote was from RP General, which is the construction company that was working with Cal Trans to install sidewalks along Highway 86.

Not to exceed \$13,100 for the removal and replacement of cement as listed above, and \$8,900 to install the concrete foundation for the IID street light. Total amount: \$22,000.00.

The funding for the water line replacement project is included in the Water Distribution operating and maintenance budget in the amount of \$13,000. The funding for the installation of the replacement street light is included in the Parks and Recreation budget.

BACKGROUND:

Recently the water line that provides water to one fire hydrant located at 4 Main Street broke. Staff isolated the fire hydrant and removed it from service. They found that the water line was damaged due to the fact that it is located in the parkway on the north side of Highway 86. The water line has trees growing over it and a driveway crosses it. The water line was leaking for some time, which caused the sidewalk to crack. To replace the entire line from the corner of Dogwood Road to the fire hydrant, the sidewalk, curb & gutter, and driveway will need to be removed and replaced.

The street light was damaged by a traffic accident and hasn't been in service for many years. It is located on Dogwood Road just west of the school by the bus stop. The missing street light must have a new foundation poured and then the IID will assist HPUD to install a new street light and connect it to the electric system.

DISCUSSION:

Staff does not have the expertise to replace this amount of cement or to construct a foundation for the street light, thus we needed to secure quotes for these services. Once the quotes were received, staff prepared the attached Agreement.

Until the work has been completed, the fire hydrant will not have water and cannot be used, and the street light will not be installed.

CONCLUSION:

Staff has received three quotes and recommends awarding the contract to the lowest bidder, RP General, for an amount of \$13,100.00 for cement work for a water line replacement project; and \$8,900 to construct the concrete foundation to install a missing street light.

ALTERNATIVES:

- 1) Award contract to low bidder and move the project forward.
- 2) Do not award the contract, which will delay the repair and use of the fire hydrant and street light.
- 3) Provide additional instructions to staff to rebid the project.

Respectfully Submitted,

Laura Fischer,
General Manager

HEBER PUBLIC UTILITY DISTRICT

HEBER PUBLIC UTILITY DISTRICT REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4 MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON DOGWOOD ROAD

CONTRACT DOCUMENTS

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such claims shall include:

- a) Claims under workmen's compensation, disability benefits and other similar employee benefit acts.
- b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees.
- d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the owner.

The Contractor shall procure and maintain, at his/her own expense, during the contract time, liability insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any one time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less

than \$1,000,000.00 for all aggregate for any such damage sustained by two or more persons in any one accident. The Policy shall name as the insured the Contractor, the Heber Public Utility District and The Holt Group.

The Contractor shall acquire and maintain Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor from obligation under the Contract Documents to fully complete the project.

The Contractor shall procure and maintain at his/her own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his/her employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Worker's Compensation statute, the Contractor shall provide adequate and suitable insurance for the protection of his/her employees not otherwise covered.

The bidder to whom the contract award is made shall furnish to the Owner, at the time of execution of the contract, deliver to the Owner two (2) copies of the insurance certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained.

CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. I hereby fully understand State of California Department of Industrial Relations Wage Determinations apply to this project. The pertinent requirements and wage rates are on file at the office of the Engineer, The Holt Group, Inc., 1601 N. Imperial Avenue, El Centro, California 92243 and also included within this document. In addition, it is the Contractor's responsibility to review the works' classifications and wage rates to insure inclusion of the Contractor's workers' classifications. If the workers' classifications are not included within the aforementioned wage rates, the Contractor shall notify the awarding agency immediately to obtain the adequate classifications and wage rates prior to mobilization.

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

Prospective Bidders may obtain the general wage rates directly from the State of California Department of Industrial Relations at their web site at www.dir.ca.gov or by requesting a CD from the State. The Contractor shall keep an up-to-date listing of the general prevailing wage rates posted at the jobsite at all times.

**REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4
MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON
DOGWOOD ROAD**

Name of Contractor

Signature

Address

Date

CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

**HEBER PUBLIC UTILITY DISTRICT
REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4
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DOGWOOD ROAD**

Name of Contractor

Signature

Address

Date

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S CERTIFICATE OF NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the Heber Public Utility District

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**HEBER PUBLIC UTILITY DISTRICT
REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4
MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON
DOGWOOD ROAD**

Name of Contractor

Signature

Address

Date

PROPOSAL FORMS

CONTRACTOR: _____

The undersigned hereby proposes to the Heber Public Utility District to furnish all labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete the HEBER PUBLIC UTILITY DISTRICT REMOVE AND REPLACE CEMENT SIDEWALK, CURB, GUTTER, AND DRIVEWAY ON 4 MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON DOGWOOD ROAD.

The work shall be completed in accordance with the provisions of this document and the associated drawings, and at the prices stated opposite the respective items set forth in the Schedule of Items and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the Owner which cannot be withdrawn for sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the Owner and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document, the drawings and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Items and Prices; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned represents that it has made careful examination of this document and the drawings and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof.

If awarded a contract, the undersigned agrees to execute and deliver to the Heber Public Utility District within ten (10) calendar days, a signed contract, the necessary insurance certificates, and all other required documents. After 10 calendar days, upon receipt of a notice to proceed, the undersigned shall complete all work within sixty (60) calendar days.

The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addendum(a), receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

The undersigned certifies that it is now licensed in the appropriate trade in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is _____ and that said license expires _____, 20_____.

The Contractor's State of California Department of Industrial Relations (DIR) Registration Number is _____.

Contractor: _____
(SEAL)By: _____

Title: _____

(Type or print name)

BIDDER'S BUSINESS ADDRESS

Dated: _____

NOTE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

SCHEDULE OF ITEMS AND PRICES

**HEBER PUBLIC UTILITY DISTRICT
REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4
MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON
DOGWOOD ROAD**

TO THE HEBER PUBLIC UTILITY DISTRICT, AS OWNER

In accordance with the OWNER'S request for bid, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals new and free from defect required for the above stated project as set forth in the Plans, Specifications and contract documents and any addenda, thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that the attached proposal is based upon careful examination of the work site, Plans, Specifications, request for bids, Addendum(a), and all other contract documents. If the attached proposal is accepted for award, BIDDER agrees to enter into a contract with the Owner at the unit and/or lump sum prices set forth in the following QUOTE. The Bidder shall include all costs associated with all items contained within the specifications or any issued addenda. In the event items are identified within the contents of the specifications which are not clearly designated within the quote, those items shall be regarded as incidental and the associated costs shall be assigned to the most appropriate Bid Item.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the QUOTE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE OWNER RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY ILLUSTRATED AND TO DELETE ANY ITEM FROM THE CONTRACT. If the amount of a bid quantity is decreased more than twenty-five percent (25%) for an item with a value greater than \$10,000.00, then the unit price of that item is subject to negotiation. The Contractor shall substantiate the increase in unit price by demonstrating the impact in terms of costs resultant from the decreased quantities. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, bonds, insurance, taxes, royalties, transportation, permits, and fees.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary insurance certificates within ten (10) calendar days after the date of the issuance of the notice of award to the BIDDER, the attached bid and the acceptance hereof may, at the Owner's option, be considered null and void.

QUOTE

RP GENERAL CONTRACT					
ITEM NUMBER	ITEM	UNITS OF MEASURE	PRICE PER UNIT (In Figures)	ESTIMATED UQANTITY	TOTAL AMOUNT (In Figures)
1	Remove concrete curb and gutter, remove broken sidewalk and also remove driveway approach. Dispose of property	Lump Sum		1	
2	Replace with 250 PSI concrete, sidewalk, curb and gutter and driveway approach. Do a light broom finish.	Lump Sum		1	
3	Excavate 6.5' by 24" diameter hole for concrete foundation. Place rebar cage per plan with anchor bolts. Pour concrete in place per IID specifications and Plans.	Lump Sum		1	
4	Move in & Move out	Lump Sum		1	
			TOTAL AMOUNT		

TOTAL FOR COMPARISON BID ITEMS 1 THROUGH 4

(WORDS)

(FIGURES)

NOTICE OF AWARD

**TO: RP General Construction Engineering
460 Corporate Dr. Suite B
Escondido, CA 92029**

ATTENTION: Marcos 760-259-3863

PROJECT DESCRIPTION:

**HEBER PUBLIC UTILITY DISTRICT
REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT
4 MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT
ON DOGWOOD ROAD**

The Owner has considered the bid submitted by you for the above described work in response to it's request for quote.

You are hereby notified that your quote has been accepted as attached quote contained within the proposal in the amount of \$13,100.00.

You are required to execute the Agreement and furnish the required Certificates of Insurance, within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance within ten (10) Calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the **OWNER** .

Dated this _____ day of _____, 2018.

Heber Public Utility District

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this

_____ day of _____, 2018.

By: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Steve Walker, the duly authorized and acting legal representative of Heber Public Utility District, do hereby certify as follows:

I have examined the attached Insurance Certificates and the manner of execution thereof, and I am of the opinion that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the Contractor's insurance coverage complies with the requirements of the contract .

Steve Walker, HPUD District Attorney

Date _____

AGREEMENT

This AGREEMENT made this ____ day of _____, 2018 by and between the Heber Public Utility District herein after called the Owner, and _____ Corporation, herein after called CONTRACTOR.

Witnesseth: that for and in consideration of the payments and agreements hereinafter mentioned:

The Contractor will commence and complete the construction of the HEBER PUBLIC UTILITY DISTRICT REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT 4 MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT ON DOGWOOD ROAD

- a) The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
- b) The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within twenty (20) calendar days unless the period for completion is extended otherwise by the Contract Documents.
- c) The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ 22,000.00
- d) The term "Contract Documents" means and includes the following:
- e) The Owner will pay to the Contractor such amounts as required by the Contract Documents.
- f) This Agreement shall be binding upon all parties hereto and their respective heirs, executor s, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

Owner :

Heber Public Utility District
1078 Dogwood Road, Suite 1 03
Heber, CA 92249

By _____

Laura Fischer

Title: General Manager, Heber Public Utility District

AGREEMENT PAGE 2

ATTEST:

Title: _____
Raquel Carrillo, Clerk of the Board

CONTRACTOR:

RP GENERAL CONSTRUCTION ENGINEERING

BY: _____

NAME: _____

EMPLOYER IDENTIFICATION NUMBER: _____

TELEPHONE NUMBER: _____

CONTRACTOR LICENSE NUMBER: _____

NOTICE TO PROCEED

TO: RP GENERAL CONSTRUCTION ENGINEERING **DATE:** _____
460 Corporate Dr., Suite B
Escondido, CA 92029

PROJECT: HEBER PUBLIC UTILITY DISTRICT.

**HEBER PUBLIC UTILITY DISTRICT
REMOVE AND REPLACE CEMENT SIDEWALK, CURB & GUTTER, AND DRIVEWAY AT
4 MAIN STREET, AND INSTALL CONCRETE FOUNDATION FOR IID STREET LIGHT
ON DOGWOOD ROAD**

You are here by notified to commence work in accordance with the Agreement dated _____, within 10 days of the receipt of this document on or before _____, and you are to complete the work within twenty (20) consecutive calendar days thereafter. The date of completion of all work is therefore _____.

OWNER: Heber Public Utility District

(signature)

By: Laura Fischer
Title: General Manager, Heber Public Utility District

INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or will act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable .

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

GUARANTEE

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defect s. The Owner shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the Heber Public Utility District, State of California, United States of America .

CLEAN UP

The Contractor shall at all times keep the premises occupied by him and access to such premises in a neat, clean and safe condition. Upon completion of any Work, the Contractor shall promptly remove all his equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. At the completion of every work day, the contractor shall secure all equipment, tools, material and supplies in a safe manner to ensure public safety. The contractor shall ensure that the work site is safe for the public at all times. Upon completion of any work and before final payment is made, the Contractor shall, at

his expense, satisfactorily dispose of all plants, buildings, rubbish, unused materials, concrete forms and other equipment and materials belonging to him or used in the performance of work and the Contractor shall leave the premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with any of the foregoing, the same may be accomplished by the Owner at the Contractor's expense.