

SECTION 01015 - GENERAL PROVISIONS

1.0 GENERAL

1.1 Description.

This Section covers general provisions and requirements for the Work and is supplementary to the Standard Specifications and the Conditions of the Contract.

1.2 Guarantee

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this Contract will be as specified and will be free from defects for a one-year guarantee period, starting from the date of Substantial Completion of the Work, unless a longer period of time is prescribed by law or required by special provisions elsewhere in the Contract Documents and except as otherwise noted herein. If a specific item (or items) of equipment or material cannot be utilized by the Owner at Substantial Completion because the Work is incomplete or defective, the guarantee for that item (or items) shall begin when the Owner is provided beneficial use. Beneficial use for any such items shall be provided prior to Final Completion. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. Within the guarantee period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, failure or abnormalities which, in the judgment of the Owner, become necessary during such period. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies required for correction of defects, failure or abnormalities shall be paid by the Contractor. In the event warranty work involves repair or replacement of parts, machine work, or any other work which affects the equipment or materials installed under this Contract, the Contractor's guarantee on such items and work shall be extended for a period of one year from the date of installation of said items, or the performance of said work. If, within fifteen (15) days, unless specified otherwise by the Owner, after the Owner gives the Contractor notice of a defect, failure, or abnormality of the Work, the Contractor neglects to make the necessary repair or adjustments, the Owner may make the repair or adjustments or order the Work to be done by a third party, with the cost of the Work to be paid by the Contractor. In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

1.3 Permits and Licenses.

The Contractor for this Project shall possess at the time of bid a valid California Class A General Engineering Contractor's License, and shall obtain a City of Stockton business license prior to execution of the contract.

1.4 Patents.

Royalties and fees from patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the Work, shall be included in the Contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damage or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for infringement or alleged infringement of any patents involved in the Work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any suit or claim remains unsettled. The

Contractor, however, will not be held liable for the defense of any suit or other proceeding, nor for the payment of any damages or other costs for the infringement of any patented process required by the Contract Documents; except if the Contractor has information that the process so required is an infringement of a patent, the Contractor shall be liable for any damages or claims in connection therewith unless he promptly notifies the Owner of such infringement.

2.0 PRODUCTS (Not applicable in this Section)

3.0 EXECUTION

3.1 Public Complaints.

The Contractor shall respond to public complaints when requested by the Owner.

3.2 Guarantees and Warranties.

Except as herein specified, all guarantees and warranties shall conform with applicable requirements of Sections 7-1.23 and 7-1.24 of the Standard Specifications, entitled "Guarantee (General)" and "Guarantee (Specific)," respectively.

3.3 Precedence of Contract Documents.

A. Section 00700, Paragraph 1.2 applies.

B. Detail Drawings take precedence over small-scale drawings and full-size Drawings shall be followed in preference to both. Full-size Drawings take precedence over reduced-size Drawings.

3.4 Care and Protection of Property.

If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition, as determined by the City, which is similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner. The Contractor is responsible for the following at his own expense:

A. To conduct his operation in a manner which will cause the least amount of damage, inconvenience and interference with the normal use of any public or private property. Such operations shall be confined to the least possible space and shall be accomplished in a neat and workmanlike manner, taking care not to unnecessarily disturb or damage adjoining property, disturbing only those trees, shrubbery, floral pieces or other landscaping planting, fences, buildings, structures or other facilities of any kind or description in the manner and as directed by the Owner. Remove all transplantable trees, shrubs and bushes that may be damaged or destroyed by construction and reset them after construction. Revegetation of disturbed property shall be accomplished in such manner as required to return the property to its prior condition or better.

B. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the work of any other contractor.

C. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage, or otherwise. If the Owner determines that suitable storage for certain materials is not being provided, he may direct the Contractor to

remove it from the job site, or to store it properly at the job site.

D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

E. To clean up not less than at the end of each work day, all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance. More frequent clean-up shall be performed as required to maintain access to all other Owner facilities still in operation.

F. To remove and dispose of off-site in accordance with all Federal, State and local regulations, all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final payment.

G. To effect all cutting, fitting or patching of his Work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

H. To close work access during times when active construction work is not ongoing.

3.5 **Field Check of Existing Improvements.** It shall be the responsibility of the Contractor to check all dimensions, elevations, and location of existing structures, utilities, pipelines, grades or other existing items affected by or affecting the Work under this Contract, prior to the start of construction and ordering of materials and equipment affected thereby. The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. The Contractor shall notify the Owner if existing conditions are not as shown on drawings.

3.6 Protection of Existing Improvements

A. In the performance of the Work contemplated under this Contract, the Contractor shall take all precautions necessary, including but not limited to those described herein, to ensure that all existing improvements not specifically indicated for removal are not damaged or interfered with in any way. Should the Contractor disturb or damage such improvements without authorization, all expense for replacement or repair of the existing improvements so disturbed or damaged shall be borne by the Contractor. The Owner has diligently attempted to correctly locate and show the existing utilities, pipelines and substructures in the vicinity of the Work, but the Owner does not guarantee that there are not improvements other than those shown, nor that the locations shown are entirely correct. Failure of the Owner to show all the existing utilities, pipelines and substructures and their locations shall not be a basis for claim for extra work. The Contractor shall be held responsible for all damage to existing utilities, pipelines and substructures whether shown or not.

B. Notify Underground Service Alert (U.S.A.), telephone 800-642-2444, at least forty-eight (48) hours prior to performing any excavation for this Work. In coordination with the appropriate authorities probe, pot-hole, or otherwise ascertain the exact location of all existing underground improvements in advance of excavation such that no damage to these improvements will occur. In the event interferences in construction are encountered with the various existing improvements, the Owner reserves the right to appropriately change the alignment and grade of the facilities. Additional materials required to accommodate such change shall be paid in accordance with unit prices as prescribed in Section 9 of the Standard Specifications.

C. Provide for the flow of sewers and drains interrupted during the progress of the Work,

in a manner acceptable to the Owner and immediately cart away and remove all offensive matter at no additional cost to the Owner.

Where interruption of existing utilities occurs as the result of the Contractor's activity for this Work, whether intentional or accidental, repairs to the interrupted utility shall be performed by the Contractor in a manner acceptable to the Owner unless instructed otherwise in these Contract Documents. The repairs, including materials used, shall be performed in accordance with the requirements of the respective utility as well as the requirements of the Contract Documents for this Project. Where a conflict exists between the requirements of the respective utility and those of the Contract Documents for this Project, the more stringent of the two shall apply unless instructed otherwise by the Owner.

3.7 COOPERATION WITH OTHERS

A. The Contractor is hereby advised that work on other contracts within or adjacent to his contract limits may already be in progress. Contracts for construction may also be subsequently awarded to others and because of relocation and construction of various utilities he may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract.

B. In case of interferences between the operations of different construction contractors, the Owner will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

C. The Contractor shall coordinate his activities with the Owner as they relate to utility shutdowns. The Plant must operate 24 hours per day and only the Owner's staff will be permitted to operate valves or other utilities.

3.8 Unfavorable or Hazardous Construction Conditions.

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operation to work which will not be affected adversely thereby. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner as determined by the Owner.

3.09 Testing and Substantial and Final Completion.

See Section 01660.

END OF SECTION 01010