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4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract documents. The Contract documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract documents shall be interpreted as being explanatory and complementary in requiring complete work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required, including any Change Order work or disputed work directed by the City of Elk Grove in conformity with the true meaning and intent of the Contract documents, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City of Elk Grove, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all labor, materials, tools, equipment, overhead, and incidentals and doing all work necessary to complete the Work as provided in the Contract. The prices paid include all markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Contract drawings and conditions in the field, or any errors or omissions in the Contract drawings and conditions in the field, or any errors or omissions in the Contract drawings, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Engineer immediately, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized by the Engineer, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City of Elk Grove will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (except these Standard Construction Specifications or the State Specifications) and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the

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number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions at cost.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the As Built Drawings as described in Section 11-3, “As Built Drawings”, of these Specifications.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- the State Fire Marshal
- the UBC
- Title 8
- Title 24
- the NEC
- the UPC
- other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor’s additional costs by Contract Change Order as provided in Section 9, “Changes and Claims”, of these Specifications.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD INSTRUCTIONS OR OTHER WRITTEN DIRECTIVES

The City may issue Field Instructions or other written directives during the course of the Work, and the Contractor shall comply with the Field Instruction or other written directive. A Field Instruction or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Instruction or other written directive shall be in accordance with the Contract and any previously executed Contract Change Orders, except as delineated otherwise in the Field Instruction or other written directive. Drawings included with Field Instructions or other written directives are part of the Contract and shall be incorporated into the As Built and Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Instruction or other written directive, the City may employ any person or persons to perform such work, and the Contractor shall not interfere with the person or persons so employed.

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At appropriate intervals, Field Instructions and other written directives that alter the Contract will be grouped to form a Contract Change Order as described in Section 9, “Changes and Claims”, of these Specifications.

4-6 DOCUMENT PRECEDENCE

The component Contract documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Field Instructions or other written directives
2. Special Provisions and Project-specific Specifications
3. Project Plans
4. City Standard Drawings (latest adopted edition)
5. City Standard Specifications (latest adopted edition)
6. State Standard Plans (latest adopted edition)
7. State Standard Specifications

Any work for which there are no provisions in these Specifications, the Special or Technical Provisions, or on the Contract drawings, shall be performed as directed by the Engineer.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI’s may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI’s shall be submitted to the Engineer sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor’s risk.

RFI’s shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system.

The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI’s will only be accepted from the Contractor and not from Subcontractors or suppliers.

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A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City shall respond within fifteen (15) Working Days. The City shall provide a written response, and that response shall control.

The Contractor shall indicate a priority for responses to RFI's if more than three (3) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these Specifications.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation, or other label as approved by the Engineer. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's shall be recorded by the Contractor on the As Built's in accordance with Section 11-3, "As Built Drawings", of these Specifications.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such omission, as provided in Section 9, "Changes and Claims", of these Specifications, but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work.

The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the Engineer. Extra work shall be performed in accordance with the Contract and as directed by the Engineer.

Extra work must be authorized in writing by the Engineer before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the Engineer may direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to take over and place in service any completed or partially completed portion of the Work. Taking possession shall not be deemed acceptance of any other portions of the Work, nor work on those portions not completed in accordance with the Contract.

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4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine his operations to within these limits.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City of Elk Grove prior to the Contractor taking possession of said property.

4-12 WARRANTY

The Performance Bond furnished by the Contractor as part of the execution of the Contract shall define the terms and time period of the Warranty of the Contractor's work unless otherwise specified in the Special Provisions. If no time period is specified in the Bond, the time period will be one year after field acceptance of Work (see Sections 7-21 & 7-23, "Final Inspection and Field Acceptance" and "Release of Warranty Period", of these Specifications).

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and occurs within the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense.

The City of Elk Grove is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within five (5) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; provided, however, that in case of emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs.