## ARTICLE 4. SCOPE OF WORK AND INTENT OF CONTRACT DOCUMENTS

Section 4.01. The Contract.
The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City or any of its officers, officials, employees or agents and any Subcontractor or sub-subcontractor, or between the Owner's Representative or the Architect or Consulting Engineer and the Contractor.

Section 4.02. Intent of Contract Documents.
The Work shall be performed and completed according to the Contract Documents. It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable system in satisfactory working condition with respect to the functional purposes of the installation, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the Bid shall include full compensation, including all markups and profit, for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work in a good and workmanlike manner as provided by the Contract Documents.

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.

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.

Section 4.03. General Liability of Contractor.
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

Section 4.04. Complementary Feature of Various Parts of Contract Documents.
The Contract Documents, including the Specifications and Drawings, are complementary and explanatory of each other, and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) drawings shall govern over small-scale drawings, the Specifications shall govern over the Contract Drawings except as noted below, special provisions

shall govern over both the Contract Drawings and the Standard Specifications, and subsequent addenda, interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity and size, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Bidders, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these 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 in accordance with the provisions of the State Specifications.

Section 4.05. Diagrammatic Drawings.
Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, the Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in the Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to the Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at the Contractor's risk.

Section 4.06. Conformance with Codes and Standards.
The Works shall be in full compliance with the latest adopted editions of the following applicable standards and regulations:

- the State Fire Marshal
- the UBC
- Title 8
- Title 24
- the NEC

- the UPC
- the Clean Water Act
- Storm Water Pollution Prevention Plan and standards
- all 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 so required is more expensive than the work detailed in the plans and specifications, the Contractor will be compensated for its additional costs by change order as provided in these General Provisions.

Section 4.07. Interpretation and Additional Instructions.
Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected, the Contractor shall within 48 hours notify the Owner's Representative in writing by submitting an RFI requesting interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the Architect or Consulting Engineer.

The City, through the Architect or Consulting Engineer, will normally respond to the RFI within fifteen (15) Working Days. The response will be in writing, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time.

Should the Contractor proceed with the work affected before receipt of instructions from the Architect or Consulting Engineer, and, in the case of a change to the Work, before receipt of authorization to proceed, the Contractor shall remove and replace or adjust any work which is not in accordance therewith, and the Contractor shall be responsible for any resultant damage, defect, or added cost without an extension of the Contract Time.

Section 4.08. Plans and Specifications Furnished.
The City will provide, at no cost to the Contractor, five (5) copies of the Contract Drawings and Specifications (except City Standard Construction Specifications, State Specifications and State Plans). The Contractor may purchase additional copies of the Contract Drawings and Specifications, as well as the City Standard Construction Specifications, at cost.

The Contractor shall retain an approved set of Contract Documents on the job at all times during the progress of the Work. This set shall be used by the Contractor as the Record Documents as described in Section 4.15 of these General Provisions.

Section 4.09. Field Instructions/Written Directives and Drawings/Supplemental Drawings.
In addition to the Drawings incorporated in the Contract Documents, the City may issue Field Instructions, Written Directives, Supplemental Drawings or instructions from time to time as may

be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing Field Instructions, Written Directives, additional drawings or instructions, the City shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental Field Instructions, Written Directives and/or Supplemental Drawings or instructions shall become a part of the Contract Documents, and the Contractor shall make its work conform to them forthwith or within such time as may be specified therein.

Section 4.10. Notification of Disagreement Regarding Scope of Work.
If agreement cannot be reached as to cost, and the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) Calendar Days after receipt of the interpretation or instruction, submit a proposed change order to the Owner's Representative specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The Owner's Representative shall then determine whether a Change Order shall be issued in accordance with these General Provisions. If a CCD is issued, the Contractor shall perform the work without delay.

Section 4.11. Deleted Items.
The City may delete from the Work any items of work. The Contractor will be paid for all work done toward the completion of the item prior to such omission, as provided in Article 9, "Changes and Claims", of these General Provisions, 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 profits, for damages, or for any extra payment whatsoever because of any deleted items of work.

Section 4.12. 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 City. Extra work shall be performed in accordance with the Contract and as directed by the City. Extra work must be authorized in writing by the City 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 City will direct the Contractor to perform such extra work as is necessary to protect the Work or the public.

Section 4.13. Ownership and Use of Documents.
All original Drawings and Specifications prepared by or on behalf of the City, including, without limitation, by the Architect or Consulting Engineer, are and shall remain the property of the City.

Section 4.14. 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 in the Plans for the use of the Contractor. The Contractor shall confine its 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 prior to the Contractor taking possession of said property.

Section 4.15. Record/As-Built Documents and Specifications.
The Contractor shall keep and maintain on the Site, one record set of the Drawings and Specifications, which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses and document changes to the Work shown on the Project Plans and Specifications, including buried or concealed construction and utility features that are revealed during the course of construction. Special attention shall be given to recording of all buried utilities that differ from locations indicated in the Contract Documents.

Record Documents shall be produced by marking a full size copy of the Project Plans and Specifications as follows:

**Red** – Additions including notes and dimensions.
**Green** – Deletions (by hash marks or appropriate lines through the deletion).
**Graphite (gray)** – General comments and notes used by the Contractor or the City and not required on the as-built.
**Yellow** – Work completed as shown and used by the City in field review of the as-built during the submittal phase.
**Blue** – City verification and notes required to be added by the City in review of the as-built, during submittal phase.

The Contractor's as-built information shall be clear and legible, and at a minimum, the following information shall be inserted and dimensioned on those drawings and specifications: the exact horizontal and vertical location of all installations in their finished condition, including all underground work, including all sprinkler system piping and components; all electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; posting of all issued addenda to the bid documents; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by Change Order, CCD, Field Instruction, Written Directive, Supplemental Drawing or other written instruction and the number of that Change Order, CCD, Field Instruction, Written Directive, Supplemental Drawing or other written instruction. The updated drawings and specifications shall be available for review by the City, Owner's Representative and/or the Inspector.

Written confirmation from the Owner's Representative that the as-builts have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated as-builts shall be a condition precedent to payment. Failure to comply with the preparation and submission of as-builts may result in the City withholding the current progress payment.

As a condition to certification of final completion, the Contractor shall provide the original Record Documents, together with a certification by the Contractor that the Record Documents are a true representation of the Work as actually constructed. Timely submission of complete Record Documents shall be a condition precedent to certification of final completion and to final payment. Delays in the submission of complete Record Documents may subject the Contractor to liquidated damages.