

SECTION 1 – GENERAL

1-01 PLANS AND SPECIFICATIONS

Construction of all water system improvements by contract and/or intended to be dedicated to the Water Utility of the City of Fullerton will be governed by plans and specifications approved by the Director of Engineering. All work shall be in accordance with these plans and specifications and shall be inspected by the Utility to insure conformity.

In cases of conflict of information, the following documents will have precedence in the order listed:

1. Permits and licenses from affected agencies.
2. Special provisions to the specifications and construction plans of the City of Fullerton.
3. Water construction plans approved by the City of Fullerton’s Director of Engineering.
4. The City of Fullerton, Engineering Department, Water Utility Specifications, herein called Specifications.
5. The applicable requirements of the Standard Specifications for Public Works Construction, “Green Book”, as last revised, herein called Standard Specifications.

Conflicts and discrepancies noted by the Contractor shall be brought to the attention of the Director of Engineering or his authorized representative. Instruction will be given by the Engineer to provide a complete and satisfactory project. Unless otherwise determined by the Engineer, the most stringent/restricted condition shall apply.

Provisions of reference specifications and publications of any scientific or technical society or other organization noted in these specifications and plans shall have the same effect as if written herein, unless expressly modified by these specifications. Any reference specification or publication in the absence of designation to the contrary, shall be understood to refer to the latest revision of the specification, standard, method, or publication as of the date of the beginning of work.

1-02 DEFINITIONS

- | | |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| a. City, Engineer, Utility | The Director of Engineering of the City of Fullerton, or his/her authorized representative. |
| b. Owner/Developer | The person or organization having legal responsibility for construction of water system improvements in conjunction with development of property. |

The inspector shall have access to the work area and shall be furnished with every reasonable facility for ascertaining full knowledge of the progress, material, and workmanship used to complete the work. The Contractor shall provide at least one working day advance notice of major phases of construction for purposes of inspection. All material shall be approved prior to placement and all water system work shall be visually inspected prior to backfilling.

The inspection of the work does not relieve the Contractor of any obligation to complete the work as prescribed by these specifications. Defective work shall be corrected, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials may have been previously accepted by the Engineer.

The Engineer shall have the authority to suspend the work wholly, or in part, for such time as it may deem necessary due to the failure of the Contractor to perform any provisions of the plans or specifications. The work may only continue when the defective material or construction method is recognized as corrected by the Engineer.

1-06 GUARANTEE

The Contractor shall guaranty the work against defective material or workmanship for a period of one year from the date of completion of the contract and/or acceptance of the work by the City. Damage due to acts of God or from sabotage and/or vandalism is specifically exempted from the guaranty. When defective material and/or workmanship are discovered which require repairs to be made under this guaranty, all such work shall be done by the Contractor at his own expense and shall begin within five (5) working days after written notice of such defects has been given to him/her by the City. Should the Contractor fail to repair such defective material or workmanship within five (5) working days thereafter, the City may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and materials required.

In emergencies demanding immediate attention, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original work specifications.