

SECTION 01020 - GENERAL REQUIREMENTS

PART 1 - DEFINITIONS AND TERMS

1.1 The Standard Specifications and Standard Drawings adopted by the Board of Directors of the VISTA IRRIGATION DISTRICT apply to the construction and installation of facilities which, upon Board acceptance, will be incorporated into the DISTRICT's system. Unless otherwise modified or supplemented by plans, specifications or other contract documents, including the agreement and general and special conditions approved by the Board, the Standard Specifications and Standard Drawings shall be observed.

A. Facilities and replacements are acquired by the DISTRICT by three means:

1. WORK Contracted by DISTRICT: Where the DISTRICT selects and employs a contractor to perform the required work and pays the cost thereof.
2. WORK Contracted by Others: Where the OWNER or DEVELOPER of property selects and employs a CONTRACTOR to perform the required WORK and pays the cost thereof, with or without any later DISTRICT participation in said cost.
3. WORK Performed by DISTRICT Forces: Where DISTRICT employees perform the required WORK with or without the DISTRICT receiving reimbursement therefor.

If requirements vary depending upon the means of acquisitions, the Standard Specifications or Contract Documents will so indicate.

1.2 Wherever used in these General Requirements or in other Contract Documents or Standard Specifications, the intent and meaning of the following terms shall be interpreted as follows:

A. DISTRICT

The word DISTRICT shall mean the Vista Irrigation District, a public agency.

B. Board of Directors

The words Board of Directors or Board shall mean the Board of Directors of the Vista Irrigation District.

C. DISTRICT ENGINEER

The word DISTRICT ENGINEER or ENGINEER, wherever not qualified, shall mean the General Manager of the Vista Irrigation District acting either directly or through the General Manager's properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

D. Private ENGINEER or Project ENGINEER

The words Private ENGINEER or Project ENGINEER shall mean an engineer registered or licensed in California who is qualified to act as an agent of the owner or an individual in preparing plans for facilities to be accepted by the DISTRICT and incorporated into the DISTRICT system thereafter. The term includes persons registered or licensed in the State of California as Civil Engineers or Structural Engineers.

E. CONTRACTOR

For the purposes of this Specification, and where applicable, the word CONTRACTOR shall be meant to include any person, firm, corporation or partnership whose purpose is the development of property. The CONTRACTOR shall at all times be represented on the Project in person or by a duly designated agent or superintendent. Instructions or information given by the ENGINEER to the CONTRACTOR's superintendent or agent on the Project shall be considered as having been given to the CONTRACTOR. For the purposes of this Specification, and where applicable, the word Developer shall be synonymous with the word CONTRACTOR.

F. Plans

The word Plans shall mean the official plans, profiles, typical cross-sections, working drawings, detail drawings, or exact reproductions thereof, approved by the ENGINEER, which show the locations, character, dimensions and details of the work to be done.

G. Record Drawings

The words Record Drawings shall mean the plans which have been "as-built" to reflect and include all changes made during the course of construction of the Project. The Record Drawings shall be submitted to the DISTRICT on 5 mil thick photo mylars prior to DISTRICT acceptance of the Project.

H. Laboratory

The word Laboratory shall mean the firm approved by the DISTRICT to test materials and work involved in the Project.

I. License

The word License shall mean that the CONTRACTOR installing any new facilities within the DISTRICT shall possess, prior to start of the Project, a License, defined by the latest edition of the California Contractor's License Law and Reference Book, specified as:

1. Class A or C-34 for Water Installations

J. Project, The Work

The words Project, or The Work shall mean the entire public improvement proposed to be constructed in whole or part.

K. Agencies

Whenever used in these Specifications, the following abbreviations shall refer to the agency shown:

	<u>AGENCY</u>	<u>ADDRESS</u>
AASHTO	American Assoc. of State Highway and Transportation Officials	444 N. Capital St. Washington, D.C. 20004
AWWA	American Water Works Association, Inc.	6666 W. Quincy Denver, CO 80235
ASTM	American Society for Testing and Materials	1916 Race Street Philadelphia, PA 19103
ASA	American Standards Association	70 East 45th Street New York, NY 10017
ACI	American Concrete Institute	P.O. Box 19150 Detroit, MI 48219
ANSI	American National Standards Institute	1430 Broadway New York, NY 10018
ASME	American Society of Mechanical Engineers	345 E. 47th Street New York, NY 10017
AWS	American Welding Society	550 N.W. Le Jeune Rd. Miami, FL 33135

(continued)	<u>AGENCY</u>	<u>ADDRESS</u>
CAL/ OSHA	State of California Occupational Safety and Health Administration	1006 Fourth Street Sacramento, CA 95814
CRSI	Concrete Reinforcing Steel Institute	228 N. La Salle St. Chicago, IL 60601
NACE	National Association of Corrosion Engineers	1440 South Creek Dr. Houston, TX 77084
NFPA	National Fire Protection Agency	Battery March Park Quincy, MA 02269
NSF	National Sanitation Foundation	P.O. Box 130140 Ann Arbor, MI 48113
SDG&E	San Diego Gas and Electric Company	101 Ash Street San Diego, CA 92102
SSPC	Steel Structures Painting Council	4400 Fifth Ave. Pittsburgh, PA 15213

L. Words or Definitions

Whenever in the Specifications or upon the Plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the directions, requirements, permission, order, designation, or prescription of the ENGINEER is intended and similarly the words "approved", "acceptable", "satisfactory" or words of like import, shall mean approved by, or acceptable to, or satisfactory to the ENGINEER, unless otherwise expressly stated.

PART 2 - LEGAL RELATIONS AND RESPONSIBILITY

2.1 GENERAL

A. Laws to be Observed

1. The CONTRACTOR shall keep itself fully informed of all laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

2. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the ENGINEER in writing.
3. The CONTRACTOR shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the DISTRICT, the Board of Directors, the ENGINEER and all of its and their officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the CONTRACTOR or the CONTRACTOR's employees.

B. Permits and Licenses

1. The CONTRACTOR shall obtain all necessary permits and licenses for the construction of the Project, pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety.

C. Patents

1. The CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and save harmless the DISTRICT, the Board of Directors, and the ENGINEER and their duly authorized representatives from all suits of law, or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

D. Public Convenience and Safety

1. The CONTRACTOR shall so conduct operations as to cause the least public obstruction and inconvenience to public travel.
2. Convenient access to driveways, houses and buildings along the line of work shall be maintained in good condition.
3. No crossing or intersecting street or road shall be closed without the approval of the agency having jurisdiction over the roadway.
4. Traffic control plans, detours, and road closures shall be approved by the agency having jurisdiction over the roadway.

5. The CONTRACTOR shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or required by CAL/OSHA or by other State and Local Agencies to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work.
6. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire fighting equipment at all times.

E. Use of Explosives

1. Blasting for excavation will be permitted only after securing approval of the ENGINEER and only when proper precautions are taken for the protection of persons and property.
2. Any damage caused by blasting shall be repaired and paid for by the CONTRACTOR.
3. The CONTRACTOR's method of blasting and procedure shall conform to state laws and local ordinances.
4. Precautions should be taken to post signs warning operators of radio equipment to stop transmitting in any area in which blasting operations are in progress.
5. During blasting, seismic readings shall be taken, recorded, and furnished to the DISTRICT.

F. Preservation of Property

1. All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway or street facilities and any other property improvements or facilities within or adjacent to the work shall be protected from injury or damage.
2. If ordered by the ENGINEER, the CONTRACTOR shall provide and install suitable safeguards to protect such objects from injury or damage.
3. Should such objects be injured or damaged by reason of the CONTRACTOR's operation, they shall be replaced or restored at the CONTRACTOR's expense, to a condition as good as when the CONTRACTOR entered upon the work, or as good as required by Specifications, subject to the ENGINEER's approval.
4. The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the CONTRACTOR of responsibility as stated herein.

5. It shall be the CONTRACTOR's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage.

G. Responsibility for Damages

1. The DISTRICT, the Board of Directors, the ENGINEER or their employees or authorized agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any material or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or the public, or for damage to adjoining property from any cause whatsoever during the progress of the work, or any time before the expiration of the one (1) year warranty period.
2. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, the Board of Directors, the ENGINEER and their employees or authorized agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work.

H. Personal Liability

1. Neither the Board of Directors, the ENGINEER, nor any other officer, employee or authorized agent of the DISTRICT shall be personally responsible for any liability arising under the Contract.

I. CONTRACTOR's Responsibility for Work

1. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of fault or negligence in connection with the performance of the Contract, and shall be responsible for proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT.
2. The CONTRACTOR shall take adequate precautions in protecting existing curbs, gutters, trees, sidewalks, pavements, utilities, adjoining property and structures, and avoid damage thereto, and shall be completely responsible for the repair of damage thereto caused by construction operations.
3. The CONTRACTOR shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the project which are in any way affected by the excavation or other operations connected with the performance of the work under this Contract.

4. Whenever any notice is required to be given by the DISTRICT or the CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any work under this Contract, such notice shall be given by the CONTRACTOR, unless otherwise directed by the DISTRICT.
5. The CONTRACTOR shall indemnify the DISTRICT, and hold it harmless from any damages on account of settlements or the loss of lateral support of adjoining property, or from all loss and expense, and from all damages for which the DISTRICT may become liable in consequence of such injuries or damage to trees and to adjoining and adjacent structures and their premises.
6. In an emergency affecting the safety of life or property, including adjoining property, the CONTRACTOR, without special instructions or authorizations, is authorized to act to prevent such threatened loss or injury, and the CONTRACTOR shall so act as though instructed to do so by the DISTRICT.

J. Mutual Responsibility of CONTRACTORS

1. If through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR or any subcontractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or subcontractor by agreement or arbitration, if such other CONTRACTOR shall assert any claim against the DISTRICT on account of any damage alleged to have been so sustained, the DISTRICT shall notify the CONTRACTOR, who shall indemnify and save harmless the DISTRICT against any such claim.
2. Nothing herein contained shall be interpreted as granting to the CONTRACTOR exclusive occupancy of the site of the project.
3. The CONTRACTOR shall not cause any unnecessary hindrance or delay to any other CONTRACTOR working on the project.

K. Notice and Service Thereof

1. Any notice required or given by one party to the other shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.
2. Any such notices shall not be effective for any purpose whatsoever unless served in the following manner:
 - a. If the notice is given to the DISTRICT, by personal delivery thereof to the ENGINEER, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the DISTRICT, to

the attention of said ENGINEER, postage shall be prepaid and registered.

- b. If the notice is given to the CONTRACTOR by personal delivery thereof to said CONTRACTOR or to an authorized representative at the site of the project or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR's regular place of business or such other address as may have been established for the conduct of the work under this Contract. Postage shall be prepaid.

L. Warranty of Title

1. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.
2. The CONTRACTOR warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the CONTRACTOR to the DISTRICT free from any claims, liens, encumbrances, or charges, and further agrees that neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the CONTRACTOR from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality.
3. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the CONTRACTOR for their protection, or any right under any law permitting such persons to look to funds due the CONTRACTOR, in the hands of the DISTRICT.
4. The provisions of this Article shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

M. Prohibitive Interests

1. No officer of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, or any subcontract in connection with the construction of

the project, shall become directly or indirectly interested personally in this Contract or any part thereof.

2. No officer, employee, architect, attorney, engineer or inspector of or for the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to exercise any executive, supervisory or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or any part thereof.

PART 3 - GUARANTEE

3.1 GENERAL

- A. Besides guarantees required elsewhere, the Contractor guarantees all work for a period of one (1) year after the date of acceptance of the work by the DISTRICT's Board of Directors and shall repair and replace all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one-year period from date of acceptance, without expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.

This section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. CONTRACTOR agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this section or elsewhere shall in any way limit the liability of the CONTRACTOR or his sureties or insurers under the indemnity or insurance provisions of these General Provisions.

- B. Whenever defective material or workmanship is discovered, the CONTRACTOR shall make all repairs, at no expense to the DISTRICT, within seven (7) calendar days after receipt of the written notice.
- C. In the event of failure to comply with the provisions of the guarantee within seven (7) calendar days after notice in writing, the DISTRICT is authorized to have the defects repaired and made good at the expense of the CONTRACTOR who shall pay the cost thereof on demand.
- D. Where immediate attention is required, as determined by the ENGINEER, the DISTRICT shall have the right to repair the defect or damage and to charge the CONTRACTOR with the cost of materials, equipment and labor.

END OF SECTION