

## **SECTION 2 SCOPE OF WORK**

### **2.01 INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work, which the Contractor undertakes to perform in accordance with the terms of the Contract. Unless otherwise indicated in the Contract Provisions or Plans, these General Conditions shall govern all work performed under contract with the City of West Sacramento. In any case for which no provisions are provided in these General Conditions, the appropriate provision or provisions of the State Specifications shall apply.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the Work involved in performing the Contract in a satisfactory and workmanlike manner.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the Contractor will coordinate the Work and the Drawings.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The City-Contractor Contract; Change Orders; Addenda; any Supplemental or Special Conditions; the General Conditions; the Specifications; the Drawings. Technical Specifications take precedence over General Conditions and detail Drawings take precedence over general Drawings. As between schedules and other information given on Drawings, the Schedules shall govern. If an item is shown on any Drawing and not specifically included in the Specifications, the Drawing shall govern. Any conflict or inconsistency between or in the drawings shall be submitted to the Engineer for clarification as soon as the Contractor becomes aware of such inconsistency.

## **2.02 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.

## **2.03 CHANGES IN THE WORK**

A. The City may, at any time, by written order, make changes in the Work as deemed necessary by the Engineer. Such changes include, but are not limited to:

1. In the Specifications or Plans
2. In the sequence, method or manner of performance of the Work
3. In the owner-furnished facilities, equipment, materials, services or site
4. Directing acceleration of the Work.

B. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

1. Change Orders

A change pursuant to this Section 2.03 will be in the form of a Contract Change Order, which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the Engineer is an executed Contract Change, Order as that term is used throughout this Section.

## 2. Change Order Protests

A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order, which he has not executed, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such Contract Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders shall be considered as executed Contract Change Orders.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined in the same manner as provided in Section 2.04 of this section. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a Contract Change Order relates to the adjustment of time and the completion of the Work, the time to be allowed therefore will be determined as provided in this Section.

The consent of the Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

### **2.04 PROCEDURES AND ALLOWABLE COSTS ON CHANGES AND ADDITIONS TO WORK**

#### A. Forms of Payment

If the change in, or addition to, the Work will result in an increase in the contract sum, the City shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the City's sole discretion, be determined in one or more of the following ways:

1. By agreed unit prices, if unit prices are required by the City's bid form and provided with contractor's bid
2. By proposal and acceptance of an agreed upon lump sum

3. On a time and materials basis.

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

B. Lump Sum Payment

The City, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the Contractor within ten (10) days of the City's request therefore. Request for a lump sum proposal by City shall not be deemed an election by City to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

1. Contents of Lump Sum Proposal

The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors, which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

2. Computation of Labor Costs

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs either up to fifteen percent (15%) of the projected wages, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The method of computing the overhead and profit shall be solely within the discretion of the City.

The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval of the Engineer.

### 3. Computation of Equipment and Materials Costs

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use taxes. Up to fifteen percent (15%) of these direct costs may be included as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor's and any of its Subcontractors' reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be the latest edition of the Department of Transportation, Division of Construction, Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost of \$500.00 or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

### 4. Subcontractors

The lump sum proposal may include up to five percent (5%) of the amount, which the Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Contractor.

### 5. Failure to Submit Lump Sum Proposal

In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the change or addition to the Work and the Contractor shall so proceed. The Engineer shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.

## 6. Failure to Agree on Lump Sum Amount

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and City do not elect to have the change in the Work performed on a time and material basis, the Engineer and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. In such instances, a Change Order shall be issued for the amount of costs and time determined by the Engineer and the City and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the City within thirty (30) days of the issuance of the Change Order. The City has the right to direct the Contractor in writing to perform the change in the Work, which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

### C. Payment by Unit Prices

If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the City may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

### D. Payment on a Time and Material Basis

If the City elects to have the change or addition to the Work performed on a time and material basis, the Work shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual costs to the entity or entities performing the change in the Work. Actual costs shall not include any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant.

Contractor may add fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change. This fifteen percent (15%), however, shall not be applied against any payroll costs as defined in Section 2.04B with respect to lump sum proposals. If the entity or entities actually performing the work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder.

The Contractor shall submit to the City daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the City may require. The City may require authentication of all time and material tickets and invoices by persons designated by the City for such purpose. The failure of the Contractor to secure any required authentication shall, if the City elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the City shall not constitute an acknowledgment by the City that the items thereon were reasonably required for the Change in the Work.

#### E. Limitations on Changes

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this Section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this Section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

It is expressly agreed that Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates. The City reserves its rights under Section 3.24 to audit Contractor's as-bid profit in connection with any deductive change, to arrive at a final adjustment. Contractor's as-bid profit shall be reduced pro rata according to the proportion of the original contract value less as-bid profit, represented by the work deleted.

The City reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work.

## **2.05 UNILATERAL CHANGE IN OR ADDITION TO THE WORK**

Notwithstanding the above, the City, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section 2.04.

## **2.06 CHANGES IN CHARACTER OF WORK**

If an ordered change in the Plans or Specifications materially changes the character of the Work of a Contract item from that upon which the Contractor based his bid price, and if the change increases or decreases the actual unit costs of such changed item as compared to the actual or estimated unit cost of performing the Work of said item in accordance with the Specifications and Plans originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:

- A. The basis of such adjustment in compensation will be the difference between the Contract unit-price to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be as agreed upon by the Contractor and the Engineer. If they cannot agree or if there is no unit-price for the subject work, then the costs of the work will be determined by the Engineer in the same manner as if the work were to be paid for on the time and material basis as provided in Section 2.04. Any such adjustment will apply only to the portion of the work of said item actually changed in character.
- B. Failure of the Engineer to recognize the change in character of the work at the time the Contract Change Order is issued shall in no way be construed as relieving the Contractor of his duties and responsibility of filing a written protest within the fifteen (15) day limit as herein above provided.

## **2.07 DIFFERING SITE CONDITIONS**

The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25110 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- B. Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents; or

- C. Unknown conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause and decrease or increase in the Contractor's cost of time of performance, it will issue a change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Section 2.04 for adjustments as to extra and/or additional work and changes. However, neither the City nor the Engineer shall be liable or responsible for additional work, costs or changes to the Work due to material difference between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review. In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause and decrease or increase the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all work to be performed under the Contract, the procedures applicable to claims for extra costs shall then apply.

## **2.08 CLAIMS FOR EXTRA COSTS**

### **A. Notice of Potential Claims**

1. It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor provides the Engineer with written notice of the potential claims as hereinafter specified. Compliance with this section, however, shall not be a prerequisite as to matters within the scope of the protest provisions in Section 2.03.
2. The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required shall be given to the Engineer prior to the time that the Contractor commences performance of the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim.

## B. Construction Claims

1. The Contractor may submit a claim to the Engineer concerning any matter for which a protest under Section 2.03, or a notice of potential claim, is filed. Such claims, or potential claims, shall be submitted to the Engineer within sixty (60) days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the Work, it is impracticable to determine the amount or the extent of the claim within such period. In such cases, claims shall be submitted at the earliest practicable time in which such a determination can be made. In any event, all claims shall be filed on or before the date of the final release by the Contractor as provided for in Section 7.09.
2. All claims shall be in writing and shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, all pertinent factual data and all the documents necessary to substantiate the claim. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required.

## C. Resolution of Construction Claims \$50,000.00 or Less

1. The City will respond in writing to all written claims for less than or equal to fifty thousand dollars (\$50,000.00) within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
3. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

D. Resolution of Claims Greater than \$50,000.00 and Less than or Equal to \$375,000.00

1. The City will respond in writing to all written claims for over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00) within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
3. The City's written response to the claim as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

E. Resolution of Claims Greater than \$375,000.00

1. The Engineer shall, within a reasonable time after the presentation of any claim in excess of three hundred and seventy five thousand dollars (\$375,000.00), make a decision in writing on such claim.
2. All decisions of the Engineer shall be final unless the Contractor, within ten days after receipt of the Engineer's decision, files a written protest with the Engineer stating clearly and in detail the basis of the protest. Such protest shall be forwarded promptly by the Engineer to the City Council, who will issue a decision on such protest. It is hereby agreed that the Contractor's failure to protest the Engineer's determination or instruction within ten days after such determination or instruction is transmitted to the Contractor shall constitute a waiver by the Contractor of all rights to further protest, judicial or otherwise.

F. Meet and Confer Conference

1. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City will schedule a meet and confer conference within 30 days for settlement of the dispute.

2. If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

#### G. Contractor's Duty During Claim Resolution

The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the Engineer during the resolution of any claims disputes.

### **2.09 CIVIL ACTION PROCEDURES**

The following procedures shall apply to all civil actions filed to resolve claims under this contract.

#### A. Non-Binding Mediation

Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

#### B. Judicial Arbitration

1. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration.

2. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators shall be experienced in construction law. Upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the appeal.

C. Intent

1. It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim, as herein required, was timely filed.
2. In the event of an emergency endangering life or property, the Contractor shall act as stated in Section 6.03 herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due to for emergency work will be as specified in Section 2.03 herein.
3. The City shall pay money as to any portion of a claim, which is undisputed, except as otherwise provided in the contract.
4. In any suit filed under this section, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **2.10 DISPUTES**

Except as otherwise specifically provided in the Contract Documents, the Engineer will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the Engineer as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the Engineer's decision, the Contractor may, within 15 days from the date of the Engineer's decision, follow the procedures set forth in Section 2.09. If the Contractor fails to follow the procedures set forth in Section 2.09 within the 15-day period, then the Engineer's decision shall be final, conclusive and binding on the Contractor.

## **2.11 GUARANTEE**

- A. In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace the same at its sole cost and expense, and to the satisfaction of the Engineer, any and all materials which may be defective or improperly installed.
- B. The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work, which may be damaged or displaced in so doing.
- C. In the event of failure to comply with the above stated conditions within a reasonable time, the City is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this Section.
- D. The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for a period of one (1) year after final acceptance of the Work by the City pursuant to Section 7.06.