

**DETERMINATION: SC-23-261-2-2009-1**

**Group I**

Warehouseman and Teamster

**Group II**

Driver of Vehicle or Combination of Vehicles - 2 axles  
Traffic Control Pilot Car, excluding moving heavy equipment  
permit load  
Truck Mounted Power Broom

**Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles  
Bootman  
Cement Mason Distribution Truck  
Fuel Truck Driver  
Water Truck - 2 axles  
Dump Truck of less than 16 yards water level  
Erosion Control Driver

**Group IV**

Driver of Transit Mix Truck-Under 3 yds  
Dumpcrete Truck Less than 6 1/2 yards water level  
Truck Repairman Helper

**Group V**

Water Truck 3 or more axles  
Warehouseman Clerk  
Working Truck Driver  
Truck Greaser and Tireman - \$0.50 additional for Tireman  
Pipeline and Utility Working Truck Driver, including  
Winch Truck and Plastic Fusion, limited to Pipeline and  
Utility Work  
Slurry Truck Driver

**Group VI**

Driver of Transit Mix Truck - 3 yds or more  
Dumpcrete Truck 6 1/2 yds water level and over  
Driver of Vehicle or Combination of Vehicles - 4 or more axles  
Driver of Oil Spreader Truck  
Dump Truck 16 yds to 25 yds water level  
Side Dump Trucks  
Flow Boy Dump Trucks

**Group VII**

A Frame, Swedish Crane or Similar  
Forklift Driver  
Ross Carrier Driver

**Group VIII**

Dump Truck of 25 yds to 49 yards water level  
Truck Repairman  
Water Pull Single Engine  
Welder

**Group IX**

Truck Repairman Welder  
Low Bed Driver, 9 axles or over

**Group X**

Water Pull Single Engine with attachment  
Dump Truck and Articulating - 50 yards or more water level

**Group XI**

Water Pull Twin Engine  
Water Pull Twin Engine with attachments  
Winch Truck Driver - \$0.25 additional when operating a Winch  
or similar special attachments

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (SPECIAL SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2009-1

**ISSUE DATE:** August 22, 2009

**EXPIRATION DATE OF DETERMINATION:** June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification <sup>c</sup> (Journeyman)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday	Training Payments	Other Payments	Hours	Total Hourly Rate	Daily <sup>d</sup> 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday/ Holiday 2X
Group I	29.94	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	49.47	64.44	64.44	79.41
Group II	27.00	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	46.53	60.03	60.03	73.53
Group III	27.72	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.25	61.11	61.11	74.97
Group IV	27.41	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	46.94	60.645	60.645	74.35
Group V	27.44	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	46.97	60.69	60.69	74.41
Group VI	27.47	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.00	60.735	60.735	74.47
Group VII	27.72	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.25	61.11	61.11	74.97
Group VIII	27.97	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.50	61.485	61.485	75.47
Group IX	28.17	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.70	61.785	61.785	75.87
Group X	28.47	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	48.00	62.235	62.235	76.47
Group XI	28.97	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	48.50	62.985	62.985	77.47
<b>Subjourneyman<sup>b</sup></b>											
0-2000 hours	13.50	10.52	5.00	1.35 <sup>a</sup>	.92	.49	8	31.78	38.53	38.53	45.28
2001-4000 hours	15.50	10.52	5.00	1.60 <sup>a</sup>	.92	.49	8	34.03	41.78	41.78	49.53
4001-6000 hours	17.50	10.52	5.00	1.85 <sup>a</sup>	.92	.49	8	36.28	45.03	45.03	53.78
Over 6000 hours and thereafter at journeyman rates											

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (SECOND SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2009-1

**ISSUE DATE:** August 22, 2009

**EXPIRATION DATE OF DETERMINATION:** June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification <sup>c</sup> (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time Hours <sup>d</sup> Total Hourly Rate		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training Other Payments		Daily <sup>e</sup> 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday/ Holiday 2X		
Group I	27.44	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	46.97	60.69	60.69	74.41
Group II	27.59	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.12	60.915	60.915	74.71
Group III	28.22	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.75	61.86	61.86	75.97
Group IV	27.91	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.44	61.395	61.395	75.35
Group V	27.94	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.47	61.44	61.44	75.41
Group VI	27.97	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.50	61.485	61.485	75.47
Group VII	28.22	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	47.75	61.86	61.86	75.97
Group VIII	28.47	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	48.00	62.235	62.235	76.47
Group IX	28.67	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	48.20	62.535	62.535	76.87
Group X	28.97	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	48.50	62.985	62.985	77.47
Group XI	29.47	10.52	5.00	2.60 <sup>a</sup>	.92	.49	8	49.00	63.735	63.735	78.47
Subjourneyman <sup>b</sup>											
0-2000 hours	13.50	10.52	5.00	1.35 <sup>a</sup>	.92	.49	8	31.78	38.53	38.53	45.28
2001-4000 hours	15.50	10.52	5.00	1.60 <sup>a</sup>	.92	.49	8	34.03	41.78	41.78	49.53
4001-6000 hours	17.50	10.52	5.00	1.85 <sup>a</sup>	.92	.49	8	36.28	45.03	45.03	53.78
Over 6000 hours and thereafter at journeyman rates											

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> The third shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>e</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)**

**DETERMINATION:** SC-102-1184-1-2010-1

**ISSUE DATE:** August 22, 2010

**EXPIRATION DATE OF DETERMINATION:** June 30, 2011\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Other Payments	Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Hours		Total Hourly Rate	Daily 1 1/2x	Saturday <sup>b</sup> 1 1/2x	Sunday/ Holiday 2x	
GROUP I												
(Drilling Crew Laborer)	\$27.05	\$5.76	\$3.00	\$2.39	\$0.50	\$0.25	8	\$38.95	\$52.475	\$52.475	\$66.00	
GROUP II												
(Vehicle Operator/Hauler)	\$27.22	\$5.76	\$3.00	\$2.39	\$0.50	\$0.25	8	\$39.12	\$52.73	\$52.73	\$66.34	
GROUP III												
(Horizontal Directional Drill Operator)	\$29.07	\$5.76	\$3.00	\$2.39	\$0.50	\$0.25	8	\$40.97	\$55.505	\$55.505	\$70.04	
GROUP IV												
(Electronic Tracking Locator)	\$31.07	\$5.76	\$3.00	\$2.39	\$0.50	\$0.25	8	\$42.97	\$58.505	\$58.505	\$74.04	

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>

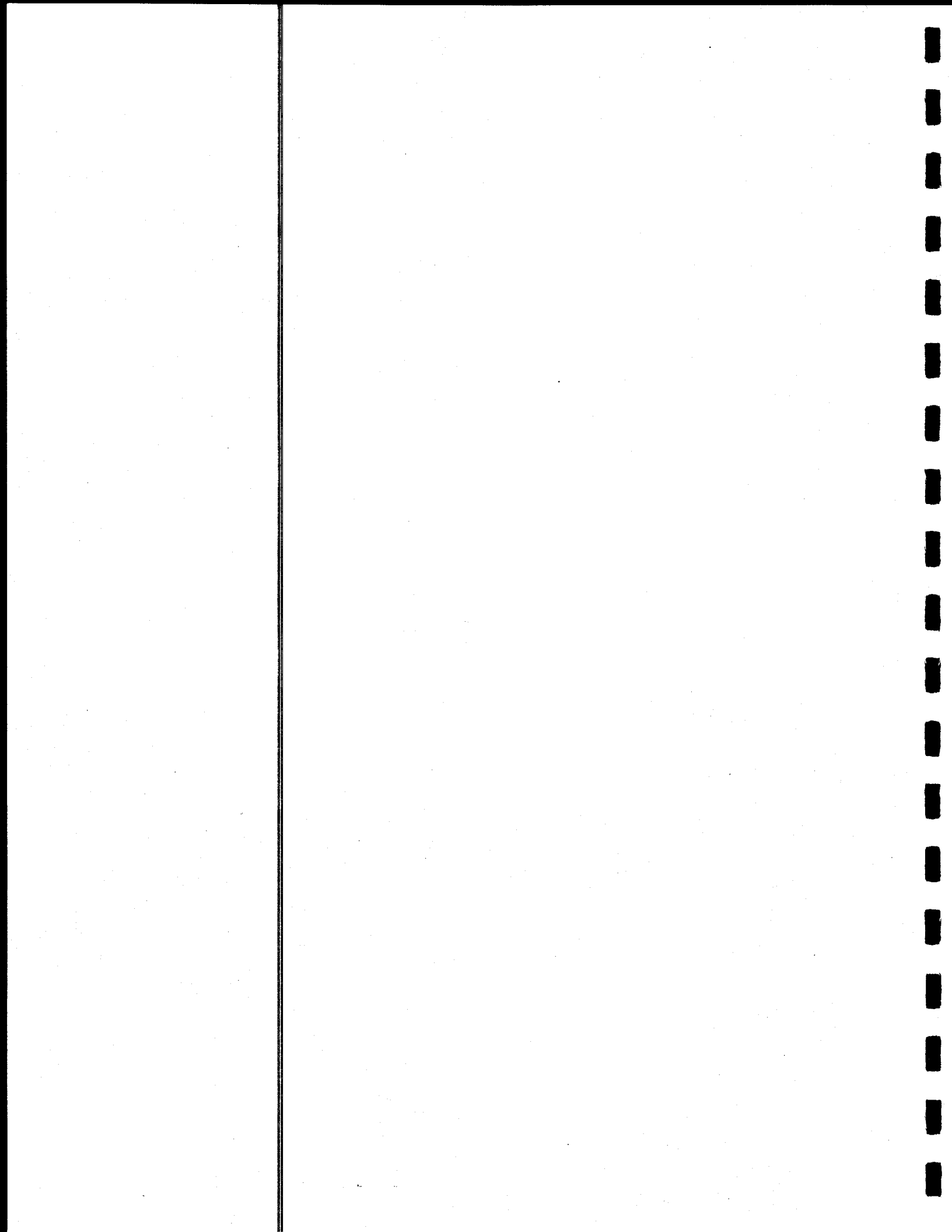
<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> If the job is shut down during the work week due to inclement weather and forty (40) hours of work have not been completed, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**DIVISION III**  
**General Provisions**



### DIVISION III

#### GENERAL PROVISIONS

#### SECTION 10

#### DEFINITION OF TERMS

Whenever the following terms are used in these SPECIFICATIONS, in the CONTRACT, in any documents or other instruments pertaining to construction where these SPECIFICATIONS govern, the intent and meaning shall be interpreted as follows:

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the Airport to a public highway.

**10-03 ADVERTISEMENT.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**10-04 AIP.** The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

**10-05 AIR OPERATIONS AREA (AOA).** For the purpose of these SPECIFICATIONS, the term air operations area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**10-06 AIRPORT.** AIRPORT means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for AIRPORT buildings or other AIRPORT facilities or rights of way; and AIRPORT buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM.** The American Society for Testing and Materials.

**10-08 AWARD.** The acceptance, by the OWNER, of the successful bidder's proposal.

**10-09 BASE.** *A layer of specified material of planned thickness placed immediately below the pavement or surfacing.*

**10-10 BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-11 BUILDING AREA.** An area on the Airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

**10-12 CAAP.** *California Aid to Airports Program.*

**10-13 CALENDAR DAY.** Every day shown on the calendar.

**10-14 CHANGE ORDER.** A written order to the CONTRACTOR covering changes in the PLANS, SPECIFICATIONS, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the CONTRACT.

**10-15 CONTRACT.** The written agreement covering the work to be performed. The awarded CONTRACT shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans; and any addenda issued to bidders.

**10-16 CONTRACT ITEM (PAY ITEM).** A specifically defined unit of work for which a price is provided in the *CONTRACT bid schedule*, or that is added by *CHANGE ORDER*. The price bid or introduced by *CHANGE ORDER* for each contract item shall include all costs associated with the work included in the item, and only those costs.

**10-17 CONTRACT TIME.** The number of calendar days or working days, as stated in the proposal, allowed for completion of the CONTRACT, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the CONTRACT shall be completed by that date.

**10-18 CONTRACTOR.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the CONTRACT work.

**10-19 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-20 ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the OWNER to be responsible for engineering inspection of the CONTRACT work and acting directly or through an authorized representative.

**10-21 ENGINEER'S ESTIMATE.** The list of estimated quantities of work to be performed as contained in the Bidder's Proposal Form.

**10-22 EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-23 EXTRA WORK.** An item of work not provided for in the awarded CONTRACT as previously modified by change order or supplemental agreement, but which is found by the ENGINEER to be necessary to complete the work within the intended scope of the CONTRACT.

**10-24 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.



**10-25 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-26 FORCE ACCOUNT.** Force account construction work is extra work required by the ENGINEER for which a negotiated price has not been established. Force account construction shall be accomplished through the use of material, equipment, labor, and supervision provided by the CONTRACTOR pursuant to orders by the OWNER.

**10-27 GRADING PLANE.** *The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.*

**10-28 INSPECTOR.** An authorized representative of the ENGINEER assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the CONTRACTOR.

**10-29 INTENTION OF TERMS.** Whenever, in these SPECIFICATIONS or on the PLANS, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, 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, subject in each case to the final determination of the OWNER.

Any reference to a specific requirement of a numbered paragraph of the CONTRACT SPECIFICATIONS or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific references.

**10-30 LABORATORY.** The official testing laboratories of the OWNER or such other laboratories as may be designated by the Engineer.

**10-31 LIGHTING.** A system of fixtures providing or controlling the light sources used on or near the Airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the Airport or to aid in the operation or aircraft landing at, taking off from, or taxiing on the airport surface.

**10-32 LIQUIDATED DAMAGES.** *The amount prescribed in the SPECIFICATIONS, pursuant to the authority of Government Code Section 53069.85, to be paid to the OWNER or to be deducted from any payments due or to become due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the SPECIFICATIONS.*

**10-33 LUMP SUM.** A term used to describe a contract item, which means the total payment or price of the item, including all labor, materials, equipment, incidentals, profit and overhead, and for which a schedule of values is to be provided upon request.

**10-34 MAJOR AND MINOR CONTRACT ITEMS.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the awarded CONTRACT. All other items shall be considered minor contract items.

**10-35 MATERIALS.** Any substance specified for use in the construction of the contract work.

**10-36 NOTICE TO PROCEED.** A written notice to the CONTRACTOR to begin the actual contract work. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**10-37 OWNER.** The term OWNER shall mean the party of the first part or the contracting agency signatory to the CONTRACT. For AIP contracts, the term "SPONSOR" shall have the same meaning as the term "OWNER". Where the term is capitalized in this document, it shall mean airport owner or sponsor only.

**10-38 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-39 PAYMENT BOND.** The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

**10-40 PERFORMANCE BOND.** The approved form of security furnished by the CONTRACTOR and his surety as a guaranty that the CONTRACTOR will complete the work in accordance with the terms of the CONTRACT.

**10-41 PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the Airport and the work to be done and which are to be considered as a part of the CONTRACT, supplementary to the SPECIFICATIONS.

**10-42 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to the Airport.

**10-43 PROPOSAL.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the PLANS and SPECIFICATIONS.

**10-44 PROPOSAL GUARANTY.** The security furnished with a proposal to guarantee that the bidder will enter into a CONTRACT if his proposal is accepted by the OWNER.

**10-45 RUNWAY.** The area on the Airport prepared for the landing and takeoff of aircraft.

**10-46 SCHEDULE OF VALUES.** *A schedule of values is a detailed, itemized cost breakdown including profit and overhead, of the amount bid for a lump sum contract item.*

**10-47 SPECIFICATIONS.** A part of the CONTRACT containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the CONTRACT SPECIFICATIONS by reference shall have the same force and effect as if included in the CONTRACT physically.

**10-48 SPONSOR.** See definition above of "OWNER".

**10-49 STATE CONTRACT ACT.** *Chapter 3, Part 5, Division 3, Title 2, of the Government Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this CONTRACT to the same extent as if set forth herein in full.*

**10-50 STATE STANDARD SPECIFICATIONS.** *The SPECIFICATIONS issued by the State of California, Department of Transportation, entitled, "Standard Specifications, May 2006, CALTRANS."*

**10-51 STRUCTURES.** Airport facilities such as; bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes,

lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and, other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

**10-52 SUBBASE.** *A layer of specified material of planned thickness between a base and the subgrade materials.*

**10-53 SUBGRADE.** The soil which forms the pavement foundation.

**10-54 SUPERINTENDENT.** The CONTRACTOR's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the ENGINEER, and who shall supervise and direct the construction.

**10-55 SUPPLEMENTAL AGREEMENT.** A written agreement between the CONTRACTOR and the OWNER covering: 1) work that would increase or decrease the total amount of the awarded CONTRACT, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded CONTRACT, or 2) work that is not within the scope of the originally awarded CONTRACT.

**10-56 SURETY.** The corporation, partnership, or individual, other than the CONTRACTOR, executing payment or performance bonds which are furnished to the OWNER by the CONTRACTOR.

**10-57 TAXIWAY.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

**10-58 WORK.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the CONTRACTOR's performance of all duties and obligations imposed by the CONTRACT, PLANS, and SPECIFICATIONS.

**10-59 WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the CONTRACTOR may proceed with regular work for at least 6 hours toward completion of the CONTRACT. Unless work is suspended for causes beyond the CONTRACTOR's control, Saturdays, Sundays, and holidays on which the CONTRACTOR's forces engage in regular work, requiring the presence of an inspector, shall be considered work days.



DIVISION III

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

**20-1 ADVERTISEMENT (Notice to Bidders).** The "Advertisement for Bids" included in the front of these SPECIFICATIONS will be (or has been) published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents".

**20-2 PREQUALIFICATION OF BIDDERS.** Each bidder shall furnish the OWNER satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the OWNER satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the CONTRACTOR's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the OWNER.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the OWNER at the time of bid opening.

**20-3 CONTENTS OF PROPOSAL FORMS.** The OWNER shall furnish bidders with proposal forms. *A proposal form packet is separately bound in the back of these SPECIFICATIONS for use by the bidders. All papers included in the proposal form packet are necessary parts and must not be detached.*

The PLANS, SPECIFICATIONS, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

**20-4 ISSUANCE OF PROPOSAL FORMS.** The OWNER reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- A. Failure to comply with any prequalification regulation of the OWNER, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- B. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former CONTRACTS in force (with the OWNER) at the time the OWNER issues the proposal to a prospective bidder.
- C. CONTRACTOR default under previous CONTRACTS with the OWNER.

D. Unsatisfactory work on previous CONTRACTS with the OWNER.

**20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of work to be done and materials to be furnished under these SPECIFICATIONS is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the CONTRACT. The OWNER does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the PLANS and SPECIFICATIONS and accepted by the OWNER. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-2 without in any way invalidating the unit bid prices.

**20-6 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE.** The bidder is expected to carefully examine the site of the proposed work, the proposal, PLANS, SPECIFICATIONS, and CONTRACT forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed CONTRACT. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed CONTRACT, PLANS, and SPECIFICATIONS.

Boring logs and other records of subsurface investigations and tests that may have been prepared for this project are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the PLANS, SPECIFICATIONS, or otherwise made available to the bidder, was obtained and is intended for the OWNER's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the OWNER. *OWNER makes no representations as to the accuracy of the boring log and other records of subsurface investigation results.*

**20-7 PREPARATION OF PROPOSAL.** The bidder shall submit their proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of discrepancy between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign their proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal on behalf of a partnership or a corporation shall file evidence of their authority to do so and that the signature is binding upon the partnership or corporation.

**20-8 IRREGULAR PROPOSALS.** Proposals shall be considered irregular for the following reasons:

1. If the proposal is on a form other than that furnished by the OWNER, or if the OWNER's form is altered, or if any part of the proposal form is detached.

2. If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of *optional* alternate pay items, for which the bidder is not required to furnish a unit price.
4. If the proposal contains unit prices that are obviously unbalanced.
5. If the proposal is not accompanied by the proposal guaranty specified by the OWNER.

The OWNER reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the OWNER and conforms to local laws and ordinances pertaining to the letting of construction CONTRACTS.

**20-9 BID GUARANTEE.** Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the OWNER *as liquidated damages in case the successful bidder fails to file satisfactory bonds as required by the Contract Documents, or refuses to enter into a CONTRACT within the specified time.*

**20-10 DELIVERY OF PROPOSAL.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-11 WITHDRAWAL OR REVISION OF PROPOSALS.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the OWNER in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-12 PUBLIC OPENING OF PROPOSALS.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-13 DISQUALIFICATION OF BIDDERS.** A bidder may be considered disqualified and his bid may be rejected for any of the following reasons:

1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the OWNER until any such participating bidder has been reinstated by the OWNER as a qualified bidder.
3. If the bidder is considered to be in "default" for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

4. *For being in arrears on existing CONTRACTS, in litigation with the OWNER, or having defaulted on a previous CONTRACT with the OWNER.*
5. *Having insufficient qualified and competent employees, experienced in the type of work called for herein.*
6. *Lack of competency as revealed by the financial statement, experience, or plan and equipment statements submitted.*
7. *Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.*
8. *Uncompleted work which, in the judgment of the OWNER, might hinder or prevent the prompt completion of the work called for herein, if awarded to the bidder.*
9. *A "nonresponsive bid" as determined by the OWNER.*



DIVISION III

SECTION 30

AWARD AND EXECUTION OF CONTRACT

**30-1 CONSIDERATION OF PROPOSALS.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a CONTRACT is made, the OWNER reserves the right to reject a bidder's proposal for any of the following reasons:

- A. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- B. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a CONTRACT is made, the OWNER reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the OWNER and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction CONTRACTS; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the OWNER's best interests.

**30-2 AWARD OF CONTRACT.** The award of a CONTRACT, if it is to be awarded, shall be made within *ninety (90)* calendar days of the date specified for publicly opened proposals, unless otherwise specified herein, *or agreed between the parties.*

If awarded, the CONTRACT will be awarded by the OWNER to the lowest, qualified, responsible bidder whose proposal conforms to the cited requirements of the OWNER.

No award will be made until the FAA has concurred in the SPONSOR's recommendation to make such award and has approved the SPONSOR's proposed CONTRACT.

**30-3 CANCELLATION OF AWARD.** The OWNER reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a CONTRACT has been fully executed by all parties and is approved by the OWNER in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

**30-4 RETURN OF PROPOSAL GUARANTY.** All proposal guaranties, except those of the two lowest *responsive responsible* bidders, will be returned immediately after the OWNER has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section *and subsection 4-4, "Award of Contract," in the Federal-required provisions.* Proposal guaranties of the two lowest bidders will be retained by the OWNER until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the OWNER receives the CONTRACT bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

**30-5 REQUIREMENTS OF CONTRACT BONDS.** At the time of the execution of the CONTRACT, the successful bidder shall furnish the OWNER a surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the CONTRACTOR's performance of the work. The surety and bond or bonds shall be in a form acceptable to the OWNER. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the CONTRACT.

**30-6 EXECUTION OF CONTRACT.** The successful bidder shall sign (execute) the necessary agreements for entering into the CONTRACT and return such signed CONTRACT to the OWNER, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within fifteen (15) calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-7 APPROVAL OF CONTRACT.** Upon receipt of the CONTRACT and CONTRACT bond or bonds that have been executed by the successful bidder, the OWNER shall complete the execution of the CONTRACT in accordance with local laws or ordinances, and return the fully executed CONTRACT to the CONTRACTOR. This shall constitute the OWNER's approval to be bound by the successful bidder's proposal and the terms of the CONTRACT. Award of the CONTRACT shall also be subject to FAA approval.

**30-8 FAILURE TO EXECUTE CONTRACT.** Failure of the successful bidder to execute the CONTRACT and furnish an acceptable surety bond or bonds within the fifteen (15) calendar day period specified above shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the OWNER.

**30-9 VERBAL AGREEMENTS.** *No verbal agreement or conversation with any officer, agent, or employee of OWNER, either before, during or after the execution of the CONTRACT, shall affect or modify any of the terms or obligations contained in the CONTRACT Documents, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of the CONTRACT.*

**DIVISION III**  
**SECTION 40**  
**SCOPE OF WORK**

**40-1 INTENT OF PLANS AND SPECIFICATIONS.** *The intent of the PLANS and SPECIFICATIONS 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. Where the PLANS or SPECIFICATIONS 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 executing the CONTRACT in a satisfactory and workmanlike manner.*

**40-2 ALTERATION OF WORK AND QUANTITIES.** The OWNER reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the ENGINEER shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded CONTRACT quantities, provided that the aggregate of such alterations does not change the total CONTRACT cost or the total cost of any major CONTRACT item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded CONTRACT). Alterations which do not exceed the 25 percent limitation shall not invalidate the CONTRACT nor release the surety, and the CONTRACTOR agrees to accept payment for such alterations as if the altered work had been a part of the original CONTRACT. These alterations which are for work within the general scope of the CONTRACT shall be covered by "Change Orders" issued by the ENGINEER. Change orders for altered work shall include changes of CONTRACT time where, in the ENGINEER's opinion, such changes are commensurate with the amount and difficulty of added or reduced work.

Should the aggregate amount of altered work exceed the 25 percent limitation previously specified, such excess altered work shall be covered by supplemental agreement. If the OWNER and the CONTRACTOR are unable to agree on a price for any CONTRACT item that requires a supplemental agreement, the OWNER reserves the right to terminate the CONTRACT with respect to the item and make other arrangements for its completion.

All supplemental agreements shall be approved by the FAA and shall include wage determination as was included in the originally awarded CONTRACT.

**40-1 OMITTED ITEMS.** The Engineer may, in the OWNER's best interest, omit from the work any CONTRACT item, except major CONTRACT items. Major CONTRACT items may be omitted by a supplemental agreement. Such omission of CONTRACT items shall not invalidate any other CONTRACT provision or requirement.

Should a CONTRACT item be omitted or otherwise ordered to be nonperformed, the CONTRACTOR shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

**40-4 EXTRA WORK.** Should acceptable completion of the CONTRACT require the CONTRACTOR to perform an item of work for which no basis of payment has been provided in the original CONTRACT or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the CONTRACT shall be covered by written change order. Change orders for such extra work shall contain agreed prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the CONTRACT time that, in the ENGINEER's opinion, is necessary for completion of such extra work.

The OWNER, through the ENGINEER, may order the CONTRACTOR to proceed with extra work by force account as provided in subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-5.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original CONTRACT shall be covered by a Supplemental Agreement as previously defined.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the OWNER.

**40-5 MAINTENANCE OF TRAFFIC.** It is the explicit intention of the CONTRACT that the safety of aircraft, as well as the CONTRACTOR's equipment and personnel, is the most important consideration. It is understood and agreed that the CONTRACTOR shall provide for the free and unobstructed movement of aircraft in the air operations areas of the Airport with respect to his own operations and the operations of all his subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80-4. It is further understood and agreed that the CONTRACTOR shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the Airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his own operations and the operations of all his subcontractors, the CONTRACTOR shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Airport.

When the CONTRACT requires the maintenance of vehicular traffic on an existing road, street, or highway *clean and open* during the CONTRACTOR's performance of work that is otherwise provided for in the CONTRACT, PLANS, and SPECIFICATIONS, the CONTRACTOR shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The CONTRACTOR shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The CONTRACTOR shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highways. Unless otherwise specified herein, the CONTRACTOR will not be required to furnish snow removal for such existing road, street, or highway.

The CONTRACTOR shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

**40-6 REMOVAL OF EXISTING STRUCTURES.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the CONTRACTOR, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

Should the CONTRACTOR encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the PLANS, the ENGINEER shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the ENGINEER in accordance with the provisions of the CONTRACT.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completing of the work) shall be utilized in the work as otherwise provided for in the CONTRACT and shall remain the property of the OWNER when so utilized in the work.

**40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.** Should the CONTRACTOR encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the CONTRACT to be either embankment or waste, he may at his option either:

1. Use such material in another CONTRACT item, providing such use is approved by the ENGINEER and is in conformance with the CONTRACT SPECIFICATIONS applicable to such use; or,
2. Remove such material from the site, upon written approval of the ENGINEER; or,
3. Use such material for his own temporary construction on site; or,
4. Use such material as intended by the terms of the CONTRACT.

Should the CONTRACTOR wish to exercise option 1, 2, or 3, he shall request the ENGINEER's approval in advance of such use.

Should the ENGINEER approve the CONTRACTOR's request to exercise option 1, 2, or 3, the CONTRACTOR shall be paid for the excavation or removal of such material at the applicable CONTRACT price. The CONTRACTOR shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the CONTRACT work. The CONTRACTOR shall not be charged for his use of such material so used in the work or removed from the site.

It is understood and agreed that the CONTRACTOR shall make no claim for delays by reason of his exercise of option 1, 2, or 3.

The CONTRACTOR shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the CONTRACT, PLANS, or SPECIFICATIONS.

**40-8 FINAL CLEANING UP.** Upon completion of the work and before acceptance and final payment will be made, the CONTRACTOR shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the CONTRACTOR has obtained the written permission of such property OWNER and the ENGINEER.

**40-9 RECORD DRAWINGS.** The CONTRACTOR shall maintain record drawings of all work continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times. It shall be required that these drawings be up to date and be reviewed by the inspector at the time each progress bill is submitted. All deviations from the drawings, exact locations and sizes of all utilities, mechanical and electrical lines, equipment details, and all stubouts and connections for future expansion, shall be fully incorporated.

**DIVISION III**  
**SECTION 50**  
**CONTROL OF WORK**

**50-1 AUTHORITY OF THE ENGINEER.** The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the SPECIFICATIONS or PLANS relating to the work, the fulfillment of the CONTRACT on the part of the CONTRACTOR, and the rights of different CONTRACTORS on the Project. The ENGINEER shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the CONTRACT.

*The ENGINEER shall determine the adequacy of the CONTRACTOR's methods, plant, equipment and appurtenances and may order the work stopped when necessary to prevent its improper execution; may reject any work and materials which in his opinion does not conform to the requirements of the CONTRACT; shall decide all questions which may arise as to the obligation of the CONTRACTOR to do any particular work or to furnish any particular materials or as to the reasonable value of any additional work or materials required by the ENGINEER, or as to the deductions to be made from the CONTRACT price for the work specified herein by reason of any work or materials directed by the ENGINEER to be omitted. All instructions, rulings and decision of the ENGINEER shall be made promptly and shall be in writing if so requested by the CONTRACTOR, and all such instructions, rulings, and decisions shall be final and binding.*

*In carrying out any of the above provisions or in exercising any power or authority granted to him by the CONTRACT Documents, there shall be no liability upon the ENGINEER or his authorized assistants, either personally or as an official of the OWNER, it being understood that in such matters the ENGINEER acts as an agent and representative of the OWNER.*

**50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the CONTRACT, PLANS, or SPECIFICATIONS.

If the ENGINEER finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the PLANS and SPECIFICATIONS but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the OWNER, he will advise the OWNER of his determination that the affected work be accepted and remain in place. In this event, the ENGINEER will document his determination and recommend to the OWNER a basis of acceptance which will provide for an adjustment in the CONTRACT price for the affected portion of the work. The ENGINEER's determination and recommended CONTRACT price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his opinion, needed. Changes in the CONTRACT price shall be covered by CONTRACT modifications (change order or supplemental agreement) as applicable.

If the ENGINEER finds the materials furnished, work performed, or the finished product are not in reasonable close conformity with the PLANS and SPECIFICATIONS and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise

corrected by and at the expense of the CONTRACTOR in accordance with the ENGINEER's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the CONTRACTOR's responsibility to complete the work in accordance with the CONTRACT, PLANS, and SPECIFICATIONS. The term shall not be construed as waiving the ENGINEER's right to insist on strict compliance with the requirements of the CONTRACT, PLANS and SPECIFICATIONS during the CONTRACTOR's prosecution of the work, when, in the ENGINEER's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the ENGINEER with the authority to use good ENGINEERING judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the CONTRACT, PLANS and SPECIFICATIONS.

**50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.** The CONTRACT, PLANS, and SPECIFICATIONS and all referenced standards cited are essential parts of the CONTRACT requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, figured dimensions, unless obviously incorrect, will govern over scaled dimensions; *SPECIFICATIONS* shall govern over the *PLANS*; the Special Provisions shall govern over *SPECIFICATIONS* and *PLANS*; detail drawings shall prevail over general drawings.

The CONTRACTOR shall not take advantage of any apparent error, omission, or *discrepancies* on the PLANS and SPECIFICATIONS. In the event the CONTRACTOR discovers any apparent error, *omission*, or discrepancy, he shall immediately call upon the ENGINEER for his interpretation and decision, and such decision shall be final.

**50-4 COOPERATION OF CONTRACTOR.** The CONTRACTOR will be supplied with 5 copies each of the PLANS and SPECIFICATIONS. He shall have available on the work at all times one copy each of the PLANS and SPECIFICATIONS. Additional copies of PLANS and SPECIFICATIONS may be obtained by the CONTRACTOR for the cost of reproduction.

The CONTRACTOR shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the ENGINEER and his inspectors and with other CONTRACTORS in every way possible. The ENGINEER shall allocate the work and designate the sequence of construction in case of controversy between CONTRACTORS. The CONTRACTOR shall have a competent English-speaking superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of reading and thoroughly understanding the PLANS and SPECIFICATIONS and shall receive and fulfill instructions from the ENGINEER or his authorized representative. The superintendent shall not be changed during the term of the CONTRACT without approval of the ENGINEER unless the superintendent is no longer an employee of the CONTRACTOR.

**50-5 COOPERATION BETWEEN CONTRACTORS.** The OWNER reserves the right to CONTRACT for and perform other or additional work on or near the work covered by this CONTRACT.

When separate CONTRACTS are let within the limits of any one project, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other CONTRACTORS. CONTRACTORS working on the same project shall cooperate with each other as directed by the ENGINEER.



Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with his CONTRACT and shall protect and save harmless the OWNER from any and all damages or claims that may arise because of the presence and operations of other CONTRACTORS working within the limits of the same project.

The CONTRACTOR shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other CONTRACTORS within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-5.1 ORDER OF WORK.** *When required by the Special Provisions or PLANS, the CONTRACTOR shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.*

**50-6 CONSTRUCTION LAYOUT AND STAKES.** The ENGINEER shall establish horizontal and vertical control only. The CONTRACTOR must establish all layout required for the construction of the work. Such stakes and markings as the ENGINEER may set for either his/her own or the CONTRACTOR's guidance shall be preserved by the CONTRACTOR. In case of negligence on the part of the CONTRACTOR, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the CONTRACTOR at the discretion of the ENGINEER.

The CONTRACTOR will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these SPECIFICATIONS.

The CONTRACTOR must give weekly copies of the survey notes to the ENGINEER so that the ENGINEER may check them as to accuracy and method of staking. All areas that are staked by the CONTRACTOR must be checked by the ENGINEER prior to beginning any work in the area. The ENGINEER will make periodic checks of the grades and alignment set by the CONTRACTOR. In case of error on the part of the CONTRACTOR, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the PLANS or established by the ENGINEER, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the OWNER.

No direct payment will be made, unless otherwise specified in CONTRACT Documents, for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price of the bid for the various items of the CONTRACT.

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station

- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station
- d. Roadways – minimum 3 per station

Base Course blue tops at 25 foot stations and 25 foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station
- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by CONTRACTOR) at 100 foot stations
- b. Between Lifts at 25 foot stations for the following section locations:
  - (1). Runways – each paving lane width
  - (2). Taxiways – each paving lane width
  - (3). Holding areas – each paving lane width
- c. After finish paving operations at 50 foot stations
  - (1). All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50 foot stations and at all break points with maximum of 50 foot offsets

Fence lines at 100 foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, textures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint CONTRACTOR. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (i.e. paving lane).

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the ENGINEER without additional cost to the OWNER.

**50-7 AUTOMATICALLY CONTROLLED EQUIPMENT.** Whenever batching or mixing plant equipment is required to be operated automatically under the CONTRACT and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the CONTRACT.

**50-7.1 EQUIPMENT AND PLANTS.** *Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project. Plants shall be designated and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure the production of sufficient materials to carry the work to completion within the time limit.*

Whenever batching or mixing plant equipment is required to be operated automatically under the CONTRACT and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided, in the ENGINEER's opinion, this method of operations will produce results which conform to all other requirements of the CONTRACT.

**50-8 AUTHORITY AND DUTIES OF INSPECTORS.** Inspectors employed by the OWNER shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the CONTRACT. Inspectors are not authorized to issue instructions contrary to the PLANS and SPECIFICATIONS or to act as foreman for the CONTRACTOR.

Inspectors employed by the OWNER are authorized to notify the CONTRACTOR or his representative of any failure of the work or materials to conform to the requirements of the CONTRACT, PLANS, or SPECIFICATIONS and to reject such nonconforming materials in question until such issues can be referred to the ENGINEER for his decision.

**50-9 INSPECTION OF THE WORK.** All materials and each part or detail of the work shall be subject to inspection by the ENGINEER. The ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection.

If the ENGINEER requests it, the CONTRACTOR, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the SPECIFICATIONS. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the CONTRACTOR's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the OWNER may be ordered removed and replaced at the CONTRACTOR's expense unless the OWNER's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the CONTRACT work include relocation, adjustment, or any other modification to existing facilities, not the property of the (CONTRACT) OWNER, authorized representatives of the OWNERS of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility OWNER a party to the CONTRACT, and shall in no way interfere with the rights of the parties to this CONTRACT.

**50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work which does not conform to the requirements of the CONTRACT, PLANS and SPECIFICATIONS will be considered unacceptable, unless otherwise determined acceptable by the ENGINEER as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the ENGINEER, work done beyond the lines shown on the PLANS or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the CONTRACT. Work so done may be ordered removed, moved, or replaced at the CONTRACTOR's expense.

Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this subsection, the ENGINEER will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the OWNER) from any monies due or to become due the CONTRACTOR.

**50-11 LOAD RESTRICTIONS.** The CONTRACTOR shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

**50-12 MAINTENANCE DURING CONSTRUCTION.** The CONTRACTOR shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a CONTRACT for the placing of a course upon a course or subgrade previously constructed, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various CONTRACT items, and the CONTRACTOR will not be paid an additional amount for such work.

**50-13 FAILURE TO MAINTAIN THE WORK.** Should the CONTRACTOR at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the ENGINEER shall immediately notify the CONTRACTOR of such noncompliance. Such notification shall specify a reasonable time within which the CONTRACTOR shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the emergency that exists.

Should the CONTRACTOR fail to respond to the ENGINEER's notification, the ENGINEER may suspend any work necessary for the OWNER to correct such unsatisfactory maintenance condition. Any maintenance cost incurred by the OWNER shall be deducted from monies due or to become due the CONTRACTOR.

**50-14 PARTIAL ACCEPTANCE.** If at any time during the prosecution of the project the CONTRACTOR substantially completes a usable unit or portion of the work, the occupancy of which will benefit the OWNER, he may request the ENGINEER to make final inspection of that unit. If the ENGINEER finds upon inspection that the unit has been satisfactorily completed in compliance with the CONTRACT, he may accept it as being completed, and the CONTRACTOR may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the OWNER shall not void or alter any provision of the CONTRACT. *The warranty period on any unit so accepted shall not begin to run until the entire work is completed and accepted.*

**50-15 FINAL ACCEPTANCE.** Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the CONTRACT is found to be completed in accordance with the CONTRACT, PLANS, and SPECIFICATIONS, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the ENGINEER will give the CONTRACTOR the necessary instructions for correction of same, and the CONTRACTOR shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the ENGINEER will make the final acceptance and notify the CONTRACTOR in writing of this acceptance as of the date of final inspection.

**50-16 COST REDUCTION INCENTIVE.** The provisions of this subsection will apply only to CONTRACTs awarded to the lowest bidder pursuant to competitive bidding.

On PROJECTs with original CONTRACT amounts in excess of \$100,000, the CONTRACTOR may submit to the ENGINEER, in writing, proposals for modifying the PLANS, SPECIFICATIONS or other requirements of the CONTRACT for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the PROJECT, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the CONTRACTOR as being presented for consideration as a value ENGINEERING proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the PROJECT.

As a minimum, the following information shall be submitted by the CONTRACTOR with each proposal:

- A. A description of both existing CONTRACT requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;
- B. An itemization of the CONTRACT requirements that must be changed if the proposal is adopted;
- C. A detailed estimate of the cost of performing the work under the existing CONTRACT and under the proposed changes;
- D. A statement of the time by which a change order adopting the proposal must be issued;
- E. A statement of the effect adoption of the proposal will have on the time for completion of the CONTRACT; and
- F. The CONTRACT items of work affected by the proposed changes, including any quantity variation attributable to them.

The CONTRACTOR may withdraw, in whole or in part, any cost reduction proposal not accepted by the ENGINEER, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the ENGINEER to consider any cost reduction proposal that may be submitted.

The CONTRACTOR shall continue to perform the work in accordance with the requirements of the CONTRACT until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made, or such other date as the CONTRACTOR may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The ENGINEER shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the ENGINEER may disregard the CONTRACT bid prices if, in the ENGINEER's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The OWNER may require the CONTRACTOR to share in the OWNER's costs of investigating a cost reduction proposal submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the OWNER to deduct the cost of investigating a cost reduction proposal from amounts payable to the CONTRACTOR under the CONTRACT.

If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be by a CONTRACT change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the PLANS and SPECIFICATIONS which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the ENGINEER's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original CONTRACT costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the CONTRACT price that will divide the net savings equally between the CONTRACTOR and the OWNER.

The CONTRACTOR's 50 percent share of the net savings shall constitute full compensation to the CONTRACTOR for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the CONTRACT unless specifically provided for in the CONTRACT change order.

**50-17 NOTICE OF POTENTIAL CLAIMS.** If, for any reason, the CONTRACTOR deems that additional compensation is due for work or materials not clearly provided for in the CONTRACT, PLANS, or SPECIFICATIONS or previously authorized as extra work, *a notification of potential claim shall be made.* The ENGINEER shall be given a written notice of potential claim for such additional compensation before work begins on the item(s) on which the claim is based. *The written notice of potential claim 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 CONTRACTOR shall afford the ENGINEER every opportunity and facility for keeping records of the actual cost

of the work. The CONTRACTOR shall keep records of the disputed work in accordance with Division III, Section 90-5, Payment for Extra and Force Account Work.

If such notification is not given or the ENGINEER is not afforded proper opportunity by the CONTRACTOR for keeping strict account of actual cost as required, then the CONTRACTOR hereby agrees to waive any claim for such additional compensation. Such notice by the CONTRACTOR and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the CONTRACTOR shall, within 10 calendar days, submit written *documentation of the claim* to the ENGINEER. The ENGINEER will review the documentation and present it to the OWNER for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the CONTRACTOR's right to dispute final payment of *in-place quantities* based on differences in *field measurements* or computations.

**50-18 CLAIMS RESOLUTION.** In accordance with Public Contract Code Section 20104-20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the CONTRACTOR and the OWNER shall be resolved following the statutory procedure unless the OWNER has elected to resolve the dispute pursuant to Public Contract Code 10240 et seq.

- A. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the OWNER.
1. Claims Under \$50,000. The OWNER shall respond in writing to the claim within 45 days of receipt of the claim, or, the OWNER 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 OWNER may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the OWNER and the claimant. The OWNER's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
  2. Claims over \$50,000 but less than or equal to \$375,000. The OWNER shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the OWNER may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the OWNER and the claimant. The OWNER's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce additional information or documents, whichever is greater.
- B. If the claimant disputes the OWNER's response, or if the OWNER fails to respond within the statutory time period(s), the claimant may so notify the OWNER within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the OWNER shall schedule a meet and confer conference within 30 days.

- C. *If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.*
- D. *If a civil action is filed to resolve any claim the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.*



**DIVISION III**

**SECTION 60**

**CONTROL OF MATERIALS**

**60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used on the work shall conform to the requirements of the CONTRACT, PLANS, and SPECIFICATIONS. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the CONTRACTOR shall furnish complete statements to the ENGINEER as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the CONTRACT but, in all cases, prior to delivery of such materials.

At the ENGINEER's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the CONTRACTOR shall furnish materials from other sources.

The CONTRACTOR shall furnish airport lighting equipment that conforms to the requirements of cited materials SPECIFICATIONS. In addition, where an FAA specification for airport lighting equipment is cited in the PLANS or SPECIFICATIONS, the CONTRACTOR shall furnish such equipment that is:

- A. Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, that is in effect on the date of advertisement; and,
- B. Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

**60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the ENGINEER before incorporation in the work. Any work in which untested materials are used without approval or written permission of the ENGINEER shall be performed at the CONTRACTOR's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the ENGINEER, shall be removed at the CONTRACTOR's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the ENGINEER. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the CONTRACTOR's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the ENGINEER. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the CONTRACTOR's representative at his/her request.

The CONTRACTOR shall employ a testing organization to perform all CONTRACTOR required tests. The CONTRACTOR shall submit to the ENGINEER resumes on all testing organizations and individual persons who will be performing the tests. The ENGINEER will determine if such persons are qualified. All the test data shall be reported to the ENGINEER after the results are known. A legible, handwritten

copy of all test data shall be given to the ENGINEER daily, along with printed reports, in an approved format, on a weekly basis. After completion of the PROJECT, and prior to final payment, the CONTRACTOR shall submit a final report to the ENGINEER showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-3 CERTIFICATION OF COMPLIANCE.** The ENGINEER may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the CONTRACT. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with CONTRACT requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the ENGINEER.

When a material or assembly is specified by "brand name or equal" and the CONTRACTOR elects to furnish the specified "brand name", the CONTRACTOR shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

1. Conformance to the specified performance, testing, quality or dimensional requirements; and,
2. Suitability of the material or assembly for the use intended in the CONTRACT work.

Should the CONTRACTOR propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as previously described for the specified brand name material or assembly. However, the ENGINEER shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The ENGINEER reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-4 PLANT INSPECTION.** The ENGINEER or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the ENGINEER conduct plant inspections, the following conditions shall exist:

1. The ENGINEER shall have the cooperation and assistance of the CONTRACTOR and the producer with whom he has contracted for materials.
2. The ENGINEER shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
3. If required by the ENGINEER, the CONTRACTOR shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the OWNER shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The ENGINEER shall

have the right to reject material which, when retested, does not meet the requirements of the CONTRACT, PLANS, or SPECIFICATIONS. All costs for retests may be charged to the CONTRACTOR.

**60-5 ENGINEER'S FIELD OFFICE AND LABORATORY.** *Deleted.*

**60-6 STORAGE OF MATERIALS.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the PLANS, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the OWNER or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the CONTRACTOR shall furnish the ENGINEER a copy of the property OWNER's permission.

All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his entire expense, except as otherwise agreed to (in writing) by the OWNER or lessee of the property.

**60-7 UNACCEPTABLE MATERIALS.** Any material or assembly that does not conform to the requirements of the CONTRACT, PLANS, and SPECIFICATIONS shall be considered unacceptable and shall be rejected. The CONTRACTOR shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the ENGINEER.

No rejected material or assembly, the defects of which have been corrected by the CONTRACTOR, shall be returned to the site of the work until such time as the ENGINEER has approved its use in the work.

**60-8 OWNER-FURNISHED MATERIALS.** The CONTRACTOR shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the OWNER. OWNER-furnished materials shall be made available to the CONTRACTOR at the location specified.

*The COUNTY will supply one hundred twenty (120) 8-foot long, Multi Barrier AR-10x96, low profile barricades to be used on this project. The CONTRACTOR shall be responsible for transporting barricades from the Hemet-Ryan Airport and returning them in good, clean, working order.*

All costs of handling, transportation from the specified location to the site of work, storage, and installing OWNER-furnished materials shall be included in the unit price bid for the CONTRACT item in which such OWNER-furnished material is used.

After any OWNER-furnished material has been delivered to the location specified, the CONTRACTOR shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the CONTRACTOR's handling, storage, or use of such OWNER-furnished material. The OWNER will deduct from any monies due or to become due the CONTRACTOR any cost incurred by the OWNER in making good such loss due to the CONTRACTOR's handling, storage, or use of OWNER-furnished materials.

**60-9 TRADE NAMES AND ALTERNATIVES.** *For convenience in designation on the PLANS or in the SPECIFICATIONS, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalogue information or followed by the words "or*

equal". The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and suitability of alternatives shall be upon the CONTRACTOR and he shall furnish all information necessary as required by the ENGINEER. The CONTRACTOR shall clearly flag all areas where the substituted unit differs from the specified material. The ENGINEER shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.
2. Whenever the SPECIFICATIONS permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the CONTRACTOR accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work, but need not be made in less than 35 days after award of the CONTRACT.

**60-10 BETTER MATERIAL OR PROCESS.** In the event the CONTRACTOR furnishes a material, process or an article better than that specified, any difference in cost of such material, process or article so furnished shall be borne by the CONTRACTOR.

**60-11 SHOP DRAWINGS AND SUBMITTALS.** The CONTRACTOR, at his own expense, shall furnish for the approval of ENGINEER any and all shop drawings and other submittals required by the SPECIFICATIONS, or that may be requested by the ENGINEER, for any and all materials the CONTRACTOR proposes to use.

Shop drawings and submittals shall be submitted in quadruplicate and shall be marked with the name of the project and the name of the CONTRACTOR.

If the shop drawings or submittals show any variation from the CONTRACT requirements because of standard shop practice or other reason, specific mention of the variation shall be made in the letter of transmittal.

Approval of shop drawings and submittals will be general and shall not relieve the CONTRACTOR from the responsibility for proper fitting and construction of the work or from furnishing materials and work required by the CONTRACT which may not be indicated on shop drawings when approved, or from the responsibility for errors in the shop drawings. Shop drawing approval shall not be considered the basis for a CONTRACT change order.

**60-12 MATERIALS LIST.** The CONTRACTOR shall submit a complete list of all manufactured materials and equipment which he proposes to incorporate into the project to the ENGINEER for approval before placing his order for such materials or equipment. If the materials or equipment vary in any way from what was specified or shown on the PLANS, specific mention of the variation shall be made in the letter of transmittal.

**60-13 GUARANTEE OF WORKMANSHIP AND MATERIALS AND DATE OF ACCEPTANCE.** Besides guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and materials for a period of one year, except as otherwise required in the CONTRACT for a longer period, from and after the date of acceptance of the Work and recordation of Notice of Completion by OWNER and shall repair or replace any or all workmanship and materials, together with any other work which may be displaced in so doing, that, in the opinion of the OWNER, is or becomes defective during the period of said guarantee without expense whatsoever to OWNER.

**60-14 FORM OF GUARANTEES.** Guarantees in the form of written warranty shall be supplied on the CONTRACTOR's own letterhead as follows:

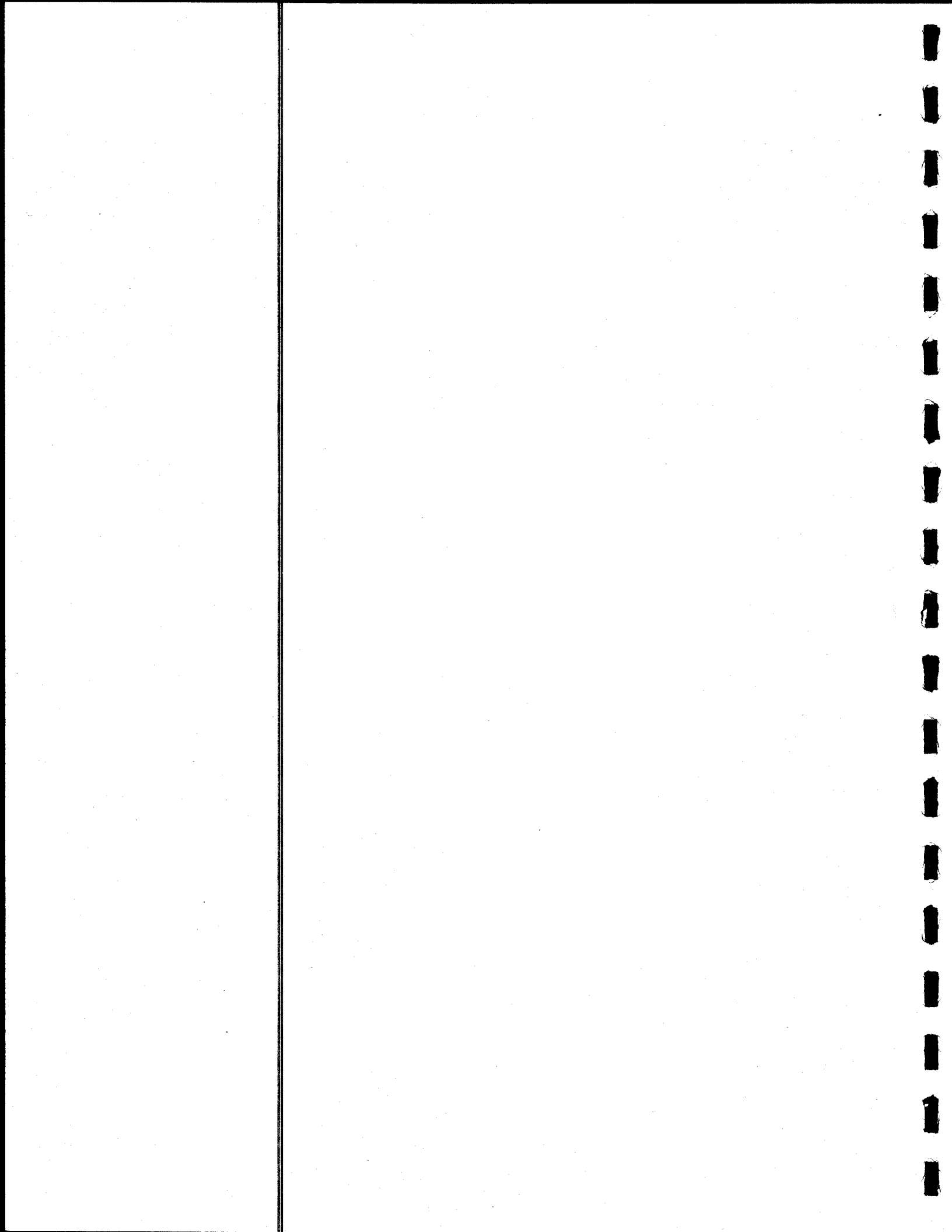
**WARRANTY FOR**

We hereby warrant that the \_\_\_\_\_ has been installed accordance with the drawings and specification and that the work as installed will fulfill the requirements of the warranty included in the SPECIFICATIONS. We agree to repair or replace any or all of our work together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or materials for the period of one year from date of acceptance of the above mentioned structure by the OWNER, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the OWNER to proceed to have said defects repaired and made good at our expense, and we will honor and pay the cost and charges therefore on demand.

Signed: \_\_\_\_\_

**CONTRACTOR**



**DIVISION III**

**SECTION 70**

**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**70-1 LAWS TO BE OBSERVED.** The CONTRACTOR shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction of authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the OWNER and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

**70-2 PERMITS, LICENSES, AND TAXES.** Unless modified by the Special Provisions, the CONTRACTOR shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES.** If the CONTRACTOR is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner of the copyright. The CONTRACTOR and the surety shall indemnify and save harmless the OWNER, any third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the OWNER for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

**70-4 CONTRACTORS LICENSING LAWS.** *Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTORS.*

*All bidders and CONTRACTORS shall be licensed in accordance with the laws of the State of California and of the County of Riverside and any bidder or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.*

**70-5 RESTORATION OF SURFACES DISTURBED BY OTHERS.** The OWNER reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the OWNER, such authorized work (by others) is indicated as follows: NONE AT THIS TIME.

Except as listed above, the CONTRACTOR shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the ENGINEER.

Should the OWNER of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the CONTRACTOR shall cooperate with such OWNERS by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the ENGINEER, the CONTRACTOR shall make all necessary repairs to the work which are due to

such authorized work by others, unless otherwise provided for in the CONTRACT, PLANS, or SPECIFICATIONS. It is understood and agreed that the CONTRACTOR shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-6 FEDERAL AID PARTICIPATION.** For AIP contracts, the United States Government has agreed to reimburse the OWNER for some portion of the contract costs. Such reimbursement is made from time to time upon the OWNER's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with the OWNER, the OWNER has included provisions in this CONTRACT pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the CONTRACT, PLANS, or SPECIFICATIONS.

No requirement of the Act, the rules and regulations implementing the Act, or this CONTRACT shall be construed as making the Federal Government a party to the CONTRACT nor will any such requirement interfere, in any way, with the rights of either party to the CONTRACT.

**70-7 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State, and local laws, rules and regulations concerning construction safety and health standards. The CONTRACTOR shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety.

**70-8 PUBLIC CONVENIENCE AND SAFETY.** The CONTRACTOR shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The CONTRACTOR shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his own operations and those of his subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE of TRAFFIC of Section 40, hereinbefore specified, and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-9 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.** The CONTRACTOR shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the CONTRACTOR shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).



When the work requires closing an air operations area of the Airport or portion of such area, the CONTRACTOR shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5340-1F, Marking of Paved Areas on Airports.

The CONTRACTOR shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the Airport in reasonable conformance to FAA Advisory Circular 150/5370-2E, Operational Safety on Airports With Emphasis on Safety During Construction.

All motorized equipment operating on the Airport shall be clearly marked with a 3-foot-square flag, consisting of a two-checked pattern of international orange and white squares of not less than one foot on each side, mounted on a staff to fly above the vehicle.

Vehicles and equipment operated during hours of sunset to sunrise or hours of restricted visibility due to fog shall be equipped with flashing lights.

The CONTRACTOR shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the ENGINEER. No separate payment shall be made for furnishing, maintaining, moving, renting or purchasing barricades, warning signs and markings. All costs shall be included in the other items of work.

Open-flame type lights shall not be permitted within the air operations areas of the Airport.

**70-10 USE OF EXPLOSIVES.** No explosives shall be used on the Airport without approval of the ENGINEER. When the use of explosives is approved for the prosecution of the work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new work. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the ENGINEER and, in general, not closer than 1,000 feet from the work or from any building, road, or other place of human occupancy.

The CONTRACTOR shall notify each property OWNER and public utility company having structures or facilities in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electric blasting caps shall not be permitted on or within 1,000 feet of the airport property.

**70-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the ENGINEER has witnessed or otherwise referenced their location and shall not move them until directed.

The CONTRACTOR shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or any time lost due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by the OWNER.

When or where and direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the CONTRACTOR, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

**70-12 RESPONSIBILITY FOR DAMAGE CLAIMS.** The CONTRACTOR shall indemnify and save harmless the ENGINEER and the OWNER and their officers, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the CONTRACTOR; or on account of or in consequence of any neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act", or any other law, ordinance, order, or decree. Money due the CONTRACTOR under and by virtue of his CONTRACT as may be considered necessary by the OWNER for such purpose may be retained for the use of the OWNER or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the OWNER, except that money due the CONTRACTOR will not be withheld when the CONTRACTOR produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

**70-13 THIRD PARTY BENEFICIARY CLAUSE.** It is specifically agreed between the parties executing the CONTRACT that it is not intended by any of the provisions of any part of the CONTRACT to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the CONTRACT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the CONTRACT.

**70-14 OPENING SECTIONS OF THE WORK TO TRAFFIC.** Should it be necessary for the CONTRACTOR to complete portions of the CONTRACT work for the beneficial occupancy of the OWNER prior to completion of the entire CONTRACT, such "phasing" of the work shall be specified herein and indicated on the PLANS. When so specified, the CONTRACTOR shall complete such portions of the work on or before the date specified or as otherwise specified. The CONTRACTOR shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the OWNER as described hereinafter on the PLANS.

Upon completion of any portion of the work listed above, such portion shall be accepted by the OWNER in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the CONTRACTOR for public use until ordered by the ENGINEER in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the ENGINEER, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or waiver of any provision of the CONTRACT. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the OWNER shall be repaired by the CONTRACTOR at his expense.

The CONTRACTOR shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the CONTRACT work.

**70-15 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the ENGINEER's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE Section 50-15, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the CONTRACTOR shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The CONTRACTOR shall provide for normal drainage and shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his CONTRACT, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.** The CONTRACTOR shall cooperate with the OWNER of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service, of another government agency that may be authorized by the OWNER to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the CONTRACTOR shall control his operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the CONTRACT work, the approximate locations have been indicated on the PLANS.

It is understood and agreed that the OWNER does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the PLANS or encountered in the work. Any inaccuracy or omission in such information shall not relieve the CONTRACTOR of his responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the CONTRACTOR shall, upon execution of the CONTRACT, notify the OWNERS of all utility services or other facilities of his plan of operations. Such notification shall be in writing. A copy of each notification shall be given to the ENGINEER.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the CONTRACTOR to keep such individual OWNERS advised of changes in his plan of operations that would affect such OWNERS.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the CONTRACTOR shall again notify each such owner of his plan of operation. If, in the CONTRACTOR's

opinion, the OWNER's assistance is needed to locate the utility service or facility or the presence of a representative of the OWNER is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility OWNER no later than two normal business days prior to the CONTRACTOR's commencement of operations in such general vicinity. The CONTRACTOR shall furnish a written summary of the notification to the ENGINEER.

The CONTRACTOR's failure to give the two days' notice hereinabove provided shall be cause for the ENGINEER to suspend the CONTRACTOR's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service has been located and staked on the ground, the CONTRACTOR shall be required to use excavation methods acceptable to the ENGINEER within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the CONTRACTOR's operations.

Should the CONTRACTOR damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The CONTRACTOR, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The CONTRACTOR shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The OWNER reserves the right to deduct such costs from any monies due or which may become due the CONTRACTOR, or his surety.

**70-17 FURNISHING RIGHTS-OF-WAY.** The OWNER will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the CONTRACTOR's operations.

**70-18 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the CONTRACT provisions or in exercising any power or authority granted to him by this CONTRACT, there shall be no liability upon the ENGINEER, his authorized representatives, or any official of the OWNER either personally or as an official of the OWNER. It is understood that in such matters they act solely as agents and representatives of the OWNER.

**70-19 NO WAIVER OF LEGAL RIGHTS.** Upon completion of the work, the OWNER will expeditiously make final inspection and notify the CONTRACTOR of final acceptance. Such final acceptance, however, shall not preclude or estop the OWNER from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the OWNER be precluded or estopped from recovering from the CONTRACTOR or his surety, or both, such overpayment as may be sustained, or by failure on the part of the CONTRACTOR to fulfill his obligations under the CONTRACT. A waiver on the part of the OWNER of any breach of any part of the CONTRACT shall not be held to be a waiver of any other or subsequent breach.

The CONTRACTOR, without prejudice to the terms of the CONTRACT, shall be liable to the OWNER for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under any warranty or guaranty.

**70-20 ENVIRONMENTAL PROTECTION.** The CONTRACTOR shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

No open burning will be permitted on the Airport without the approval of the OWNER.

Water sprinkler trucks shall be used to prevent and control dust on haul roads and in construction areas. In the event of strong winds during earthwork operations it may be necessary to suspend such operations until the conditions are favorable for such operation.

**70-21 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.** Unless otherwise specified in this subsection, the CONTRACTOR is advised that the site of the work is not within any property, district or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the CONTRACTOR encounter, during his operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the ENGINEER. The ENGINEER will immediately investigate the CONTRACTOR's finding and will direct the CONTRACTOR to either resume his operations or to suspend operations as directed.

Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such shall be covered by an appropriate CONTRACT modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the CONTRACT modification shall include an extension of CONTRACT time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

**70-22 INSURANCE.** Without limiting CONTRACTOR's obligation to indemnify the SPONSOR, hereunder, CONTRACTOR shall maintain and keep in force during the term of this Agreement the following insurance:

- A. *Bodily Injury and Property Insurance for all activities of the CONTRACTOR (and its subcontractors) arising out of or in connection with this Agreement, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractors, products and completed operations, contractual liability and personal injury, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.*
- B. *Automobile Liability Insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with this Agreement including coverage for owned, hired, and non-owned vehicles, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.*
- C. *Each said commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:*
  1. *The County of Riverside, their officers, agents, and employees, and Mead & Hunt, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.*

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
  3. The insurance provided herein is primary and no insurance held or owned by County of Riverside shall be called upon to contribute to a loss.
  4. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the County of Riverside
- D. Prior to commencement of any work under this CONTRACT, the CONTRACTOR shall provide proof of required insurance to the ENGINEER.
- E. Workers' Compensation insurance as required by the Labor Code of the State of California, for CONTRACTOR and employees of CONTRACTOR shall be provided by CONTRACTOR. All Workers' Compensation policies shall be endorsed with the following specific languages: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior notice to County of Riverside in writing."

**70-23 SAFETY.** Provisions outlining the minimum requirements for Construction Safety and Phasing are contained in Division IV, Sections 1 and 2, and on the PLANS. The CONTRACTOR shall incorporate these minimum requirements into a comprehensive, project specific, Construction Safety Plan and submit that plan to the ENGINEER at the preconstruction meeting. The ENGINEER has not been retained or compensated to provide design and construction review services relating to the CONTRACTOR's safety precautions or to means, methods, techniques, sequences or procedures required for the CONTRACTOR to perform his work.

The CONTRACTOR will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable state, county, and local laws, ordinances, and codes.

### DIVISION III

### SECTION 80

### PROSECUTION AND PROGRESS

**80-1 SUBLETTING OF CONTRACT.** The OWNER will not recognize any subcontractor on the work. The CONTRACTOR shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the ENGINEER.

Should the CONTRACTOR elect to assign his CONTRACT, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the OWNER, and shall be consummated only on the written approval of the OWNER. In case of approval, the CONTRACTOR shall file copies of all subcontracts with the ENGINEER. The CONTRACTOR shall not assign more than 50% of the value of the CONTRACT work without prior express written consent of the OWNER.

**80-2 NOTICE TO PROCEED.** As soon as the contract documents have been signed by all parties, and approval has been obtained from the FAA, if necessary, the OWNER shall issue a Notice to Proceed with the work. The CONTRACT TIME shall begin on the date of the Notice unless the CONTRACTOR and OWNER mutually agree to another date which will be so stated in the Notice. The CONTRACTOR shall notify the ENGINEER at least 24 hours in advance of the time actual construction operations will begin.

**80-3 PROSECUTION AND PROGRESS.** Unless otherwise specified, the CONTRACTOR shall submit his progress schedule for the ENGINEER's approval within 10 days after the effective date of the Notice to Proceed. The CONTRACTOR's progress schedule, when approved by the ENGINEER, may be used to establish major construction operations and to check on the progress of the work. The CONTRACTOR shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the PLANS and SPECIFICATIONS within the time set forth in the proposal.

If the CONTRACTOR falls significantly behind the submitted schedule, the CONTRACTOR shall, upon the ENGINEER's request, submit a revised schedule for completion of the work within the CONTRACT TIME and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the work be discontinued for any reason, the CONTRACTOR shall notify the ENGINEER at least 24 hours in advance of resuming operations.

**80-4 LIMITATION OF OPERATIONS.** The CONTRACTOR shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the Airport.

When the work requires the CONTRACTOR to conduct his operations within an AIR OPERATIONS AREA of the Airport, the work shall be coordinated with airport management (through the ENGINEER) at least 48 hours prior to commencement of such work. The CONTRACTOR shall not close an AIR OPERATIONS AREA until so authorized by the ENGINEER and until the necessary temporary marking and associated lighting is in place as provided in Division III, Section 70-9 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.

*The CONTRACTOR'S attention is drawn to Division IV, Special Provisions, for specific information on limitations and special requirement for construction in AIR OPERATIONS AREAS.*

**80-5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The CONTRACTOR shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the CONTRACT, PLANS, and SPECIFICATIONS.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

*Any person employed by the CONTRACTOR or by any subcontractor who, in the opinion of the ENGINEER, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the ENGINEER.*

*Should the CONTRACTOR fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the ENGINEER may suspend the work by written notice until compliance with such orders.*

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the CONTRACTOR in accomplishing the work are not prescribed in the CONTRACT, the CONTRACTOR is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the CONTRACT, PLANS, and SPECIFICATIONS.

When the CONTRACT specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the ENGINEER. If the CONTRACTOR desires to use a method or type of equipment other than specified in the CONTRACT, he may request authority from the ENGINEER to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed along with the reasons for desiring to make the change. If approval is given, it will be on the condition that the CONTRACTOR will be fully responsible for producing work in conformity with CONTRACT requirements. If, after trial use of the substituted methods or equipment, the ENGINEER determines that the work produced does not meet CONTRACT requirements, the CONTRACTOR shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The CONTRACTOR shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the ENGINEER may direct. No change will be made in the basis of payment for the CONTRACT items involved nor in CONTRACT TIME as a result of authorizing a change in methods or equipment under this subsection.

**80-6 TEMPORARY SUSPENSION OF THE WORK.** The ENGINEER shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the CONTRACT.



In the event that the CONTRACTOR is ordered by the ENGINEER, in writing, to suspend work for some unforeseen cause not otherwise provided for in the CONTRACT and over which the CONTRACTOR has no control, the CONTRACTOR may be reimbursed for actual money expended on the work during the period of shutdown. No allowance shall be made for anticipated profits. The period of shutdown shall be computed from the effective date of the ENGINEER's order to suspend work to the effective date of the ENGINEER's order to resume the work. Claims for such compensation shall be filed with the ENGINEER within the time period stated in the ENGINEER's order to resume work. The CONTRACTOR shall submit with his claim information substantiating the amount shown on the claim.

The ENGINEER will forward the CONTRACTOR's claim to the OWNER for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the CONTRACTOR to compensation for delays due to inclement weather, for suspensions made at the request of the CONTRACTOR, or for any other delay provided for in the CONTRACT, PLANS, or SPECIFICATIONS.

If it should become necessary to suspend work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The CONTRACTOR shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

**80-7 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The number of calendar or working days allowed for completion of the work shall be stated in the *Special Provisions* and shall be known as the CONTRACT TIME.

Should the CONTRACT TIME require extension for reasons beyond the CONTRACTOR's control, it shall be adjusted as follows:

- A. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the ENGINEER. The ENGINEER will furnish the CONTRACTOR a copy of his weekly statement of the number of working days charged against the CONTRACT TIME during the week and the number of working days currently specified for completion of the CONTRACT (the original CONTRACT TIME plus the number of working days, if any, that have been included in approved CHANGE ORDERS of SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The ENGINEER shall base his weekly statement of CONTRACT TIME charged on the following considerations:

1. No time shall be charged for days on which the CONTRACTOR is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall apply. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the CONTRACTOR's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the ENGINEER for reasons not the fault of the CONTRACTOR, shall not be charged against the CONTRACT TIME.

2. The ENGINEER will not make charges against the CONTRACT TIME prior to the date established by the Notice to Proceed.
  3. The ENGINEER will begin charges against the CONTRACT TIME on the first working day as established by the Notice to Proceed.
  4. The ENGINEER will not make charges against the CONTRACT TIME after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.
  5. The CONTRACTOR will be allowed one week in which to file a written protest setting forth his objections to the ENGINEER's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the CONTRACTOR.
- B. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the CONTRACT counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, legal holidays, and non work days. All calendar days elapsing between the effective dates of the ENGINEER's orders to suspend and resume all work, due to causes not the fault of the CONTRACTOR, shall be excluded.
- C. When the CONTRACT TIME is a specified completion date, it shall be the date on which all CONTRACT work shall be substantially completed.

If the CONTRACTOR finds it impossible for reasons beyond his control to complete the work within the CONTRACT TIME as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the CONTRACT TIME as extended and within the time limitations detailed below, make a written request to the ENGINEER for an extension of time setting forth the reasons which he believes will justify the granting of his request. The CONTRACTOR's plea that insufficient time was specified is not a valid reason for extension of time. If the ENGINEER finds that the work was delayed because of conditions beyond the control and without the fault of the CONTRACTOR, he may extend time for completion in such amount as the ENGINEER considers justified by the conditions. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

The CONTRACTOR shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extension of time is made in writing to the ENGINEER within seven days of the first instance of delay. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived by the CONTRACTOR. In every such written claim, the CONTRACTOR shall provide the following information:

1. Nature of the delay;
2. Date (or anticipated date) of commencement of delay;
3. Activities on the progress schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
4. Identification of person(s) or organization(s) or event(s) responsible for the delay;
5. Anticipated extent of the delay;

6. Recommended action to avoid or minimize the delay.

**80-8 FAILURE TO COMPLETE ON TIME.** *Time is of the essence hereof. For each calendar day or working day, as specified in the CONTRACT, that any work remains uncompleted after the CONTRACT TIME (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section), it is understood that OWNER will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that CONTRACTOR shall pay the OWNER as fixed and liquidated damages, and not as penalty, the amounts called for in the Special Provisions for each calendar day of delay until the work is completed and accepted, and CONTRACTOR and his surety shall be liable for the amount thereof; and the OWNER may deduct said sums from any money due or that may become due the CONTRACTOR; provided, however, that CONTRACTOR shall not be charged liquidated damages because of any delays in the completion of work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR (including, but not restricted to, Acts of God or of the public enemy, acts of the Government, acts of the OWNER, fires, floods, epidemics quarantine restrictions, strikes, and freight embargoes).*

*Permitting the CONTRACTOR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the OWNER of any of its rights under the CONTRACT.*

**80-9 DEFAULT AND TERMINATION OF CONTRACT.** The CONTRACTOR shall be considered in default of this CONTRACT and such default will be considered as cause for the OWNER to terminate the CONTRACT for any of the following reasons if the CONTRACTOR:

1. Fails to begin the work under the CONTRACT within the time specified in the Notice to Proceed, or
2. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the CONTRACT, or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
4. Discontinues the prosecution of the work, or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
7. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
8. Makes an assignment for the benefit of creditors, or
9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the OWNER consider the CONTRACTOR in default of the CONTRACT for any reason hereinbefore, he shall immediately give written notice to the CONTRACTOR and the CONTRACTOR's surety as to the reasons for considering the CONTRACTOR in default and the OWNER's intentions to terminate the CONTRACT.

If the CONTRACTOR or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the OWNER may, upon written notification from the ENGINEER of the facts of such delay, neglect, or default and the CONTRACTOR's failure to comply with such notice, have full

power and authority without violating the CONTRACT, to take the prosecution of the work out of the hands of the CONTRACTOR. The OWNER may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement with other contractors for the completion of said CONTRACT according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of said CONTRACT in an acceptable manner.

All costs and charges incurred by the OWNER, together with the cost of completing the work under CONTRACT, will be deducted from any monies due or which may become due the CONTRACTOR. If such expense exceeds the sum which would have been payable under the CONTRACT, then the CONTRACTOR and the surety shall be liable and shall pay to the OWNER the amount of such excess.

**80-10 TERMINATION FOR NATIONAL EMERGENCIES.** The OWNER shall terminate the CONTRACT or portion thereof by written notice when the CONTRACTOR is prevented from proceeding with the construction CONTRACT as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the CONTRACT, or any portion thereof, is terminated before completion of all items of work in the CONTRACT, payment will be made for the actual number of units or items of work completed at the CONTRACT price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses (when not otherwise included in the CONTRACT), and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the CONTRACTOR.

Acceptable materials, obtained or ordered by the CONTRACTOR for the work and that are not incorporated in the work shall, at the option of the OWNER, be purchased from the CONTRACTOR at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the ENGINEER.

*Termination of the CONTRACT or a portion thereof shall neither relieve the CONTRACTOR of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.*

### DIVISION III

### SECTION 90

### MEASUREMENT AND PAYMENT

**90-1 MEASUREMENT OF QUANTITIES.** All work completed under the CONTRACT will be measured by the ENGINEER, or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and or work performed under the CONTRACT will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the PLANS or ordered in writing by the ENGINEER.

Structures will be measured according to neat lines shown on the PLANS or as altered to fit field conditions.

Unless otherwise specified, all CONTRACT items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used at the option of the ENGINEER.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the ENGINEER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the ENGINEER directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the ENGINEER, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the CONTRACTOR and approved by the ENGINEER in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be

determined by the ENGINEER and shall be agreed to by the CONTRACTOR before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car of the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities at the option of the ENGINEER.

Cement will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the CONTRACT.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the ENGINEER in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gate, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the CONTRACTOR, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The CONTRACTOR shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one percent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of one percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the CONTRACTOR will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit CONTRACT prices for the various items of the Project.

When the estimated quantities for a specific portion of the work are designated as the final pay quantities in the CONTRACT, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the PLANS are revised by the ENGINEER. If revised dimensions result in an increase or decrease in quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-2 SCOPE OF PAYMENT.** The CONTRACTOR shall receive and accept compensation provided for in the CONTRACT as full payment for furnishing all materials, for performing all work under the CONTRACT in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "PAYMENT" subsection of a technical specification requires that the CONTRACT price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other CONTRACT item which may appear elsewhere in the CONTRACT, PLANS, or SPECIFICATIONS.

**90-3 COMPENSATION FOR ALTERED QUANTITIES.** When the accepted quantities of work vary from the quantities in the proposal, the CONTRACTOR shall accept as payment in full, so far as CONTRACT items are concerned, payment at the original CONTRACT price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the CONTRACT items, or from any other cause.

**90-4 PAYMENT FOR OMITTED ITEMS.** As specified in the subsection titled OMITTED ITEMS of Section 40, the ENGINEER shall have the right to omit from the work (order nonperformance) any CONTRACT item, except major CONTRACT items, in the best interest of the OWNER.

Should the ENGINEER omit or order nonperformance of a CONTRACT item or portion of such item from the work, the CONTRACTOR shall accept payment in full at the CONTRACT prices for any work actually completed and acceptable prior to the ENGINEER's order to omit or nonperform such CONTRACT item.

Acceptable materials delivered on the work prior to the date of the ENGINEER's order will be paid for at the actual cost to the CONTRACTOR and shall there upon become the property of the OWNER.

In addition to the reimbursement hereinbefore provided, the CONTRACTOR shall be reimbursed for all actual costs incurred for the purpose of performing the omitted CONTRACT item prior to the date of the ENGINEER's order. Such additional costs incurred by the CONTRACTOR must be directly related to the deleted CONTRACT item and shall be supported by certified statements by the CONTRACTOR as to the nature and amount of such costs.

**90-5 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.** Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the CONTRACT prices or agreed prices specified in a change order or supplemental agreement authorizing such extra work. *If an agreement is not reached on the prices for the extra work, the ENGINEER may require the work be done by force account.* All force account work shall be measured and paid for based on *direct costs of labor, equipment, and materials plus a mark-up allowance for overhead and profit as detailed in Subsection 90-5.1 and 90-5.2.* *The following provisions and conditions apply to all force account work:*

- A. **Comparison of Records.** The CONTRACTOR and the ENGINEER shall compare records of the cost of force account work at the end of each day. *Agreement of the force account work done each day shall be indicated by signature of the CONTRACTOR and ENGINEER or their duly authorized representatives.*
- B. **Statements.** No payment will be made for work performed on a force account basis until the CONTRACTOR has furnished the ENGINEER with duplicate itemized statements of the cost of such force account work detailed as follows:
  - a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
  - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit for machinery and equipment.
  - c. Quantities of materials, prices, and extensions.
  - d. Transportation of materials.
  - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

**90-5.1 DIRECT COSTS.**

A. **Labor**

- 1. *Cost of labor shall include any employer payments to or on behalf of workers for health, welfare, pension, vacation, and similar purposes. Labor rates will not be recognized when in excess of those prevailing in the locality at the time the work is being performed. No labor charges will be accepted for supervision. The costs for all superintendents and forepersons are included in the markups established by the Contract Documents. The only exception to*



*this will be working forepersons who perform actual manual labor on the extra work. No labor charges will be accepted for engineering or proposal preparation. These costs are included in the markups established by the Contract Documents.*

2. *Overtime and premium time pricing will only be allowed for labor which is performed after normal working hours at the ENGINEER's direction and written approval. If the CONTRACTOR chooses to work overtime without the ENGINEER's written approval, then overtime rates and premiums shall not apply.*

**B. Material**

1. *The actual cost to the CONTRACTOR for the materials directly required for the performance of the force account work. Such costs of materials may include the cost of transportation. No delivery charge will be allowed unless the delivery is specifically for the changed work.*
2. *If a trade discount by an actual supplier is available to the CONTRACTOR, it shall be credited to the COUNTY. If the materials are obtained from a supplier or source owned wholly by or in part by the CONTRACTOR, payment thereof will not exceed the current wholesale price for the materials. The term "trade discount" includes the concept of cash discounting.*
3. *If, in the opinion of the ENGINEER, the cost of the materials is excessive or if the CONTRACTOR fails to furnish satisfactory evidence of a cost to the CONTRACTOR from the actual supplier thereof, then, in either case, the cost of materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The COUNTY reserves the right to furnish such materials as it deems advisable and the CONTRACTOR shall have no claims for cost or profits on materials furnished by the COUNTY.*

**C. Equipment**

1. *The actual cost to the CONTRACTOR for the use of equipment directly required in the performance of the force account work. In computing the hourly rental of equipment any time less than thirty (30) minutes shall be considered one-half hour. No payment will be made for time while equipment is inoperative due to breakdown or for non-working days. In addition, the rental time shall omit the time required to move the equipment to the work, for rental of such equipment, and to return it to the source. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any way other than upon the changed work.*
2. *Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment and no payment will be made thereof unless it is a direct expense for the changed work and is used for no other purpose.*
3. *The rental rate for equipment will not exceed that as recommended by the lower of the rental rates established by Caltrans or as contained in the Association of Equipment Distributors (AED) book.*
4. *The amount to be paid to the CONTRACTOR for the use of equipment as set forth above shall constitute full compensation to the CONTRACTOR for all costs incidental to the use of the equipment.*

### **90-5.2 COST MARKUPS.**

- A. For work performed by the CONTRACTOR a 15% markup for overhead and profit will be added to the direct costs (as defined in Section 90-5.1) of the force account work.
- B. For work performed by a Subcontractor a 20% markup for overhead and profit will be added to the direct costs (as defined in Section 90-5.1) of the force account work. (Suggested breakdown: 15% to the Subcontractor, 5% to the CONTRACTOR.)
- C. For work performed by a Sub-Subcontractor (any tier) a 25% markup for overhead and profit will be added to the direct costs (as defined in Section 90-5.1) of the force account work. (Suggested breakdown: 15% to the Sub-subcontractor, 5% to the Subcontractor and 5% to the CONTRACTOR.)
- D. In no case will the total markups be greater than 25% of the direct cost notwithstanding the number of contract tier actually existing.
- E. On proposals covering both increases and decreases in the amount of the Contract Sum, overhead, profit and commission shall be allowed on the net increase only as determined above. Where the difference is a deletion, no percentage for overhead, profit or commission shall be allowed.
- F. The markup percentage shall be full compensation for profit, small tools, cleanup, engineering, supervision, warranties, job site overhead and home office overhead. No markup will be allowed on taxes, insurance and bonds.

**90-5.3 CLAIMS FOR EXTRA COST.** If the CONTRACTOR claims that any instructions by the ENGINEER results in work that is not described in the Contract Documents, involve extra cost under the Contract Documents, the CONTRACTOR shall give the ENGINEER written notice thereof within three (3) days after the receipt of such instructions and in any event before proceeding to execute the extra work, except in an emergency endangering life or property. No such claim shall be valid unless notification is so made.

### **90-5.4 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS.**

- A. The CONTRACTOR shall not be entitled to any adjustment in the Contract Sum or Contract Time for any concealed or unknown condition encountered in the performance of the Work if such condition: (1) is of a usual nature or does not differ materially from those ordinarily encountered and generally recognized as inherent to work of the nature provided for in the Contract Documents; (2) is of a usual nature or does not differ materially from those conditions disclosed or which could have been investigated or were reasonably inferable from the CONTRACTOR's prior work or should have been reasonably inferable by the CONTRACTOR from the Contract Documents and field conditions at the site of the project; or (3) is of a nature which the CONTRACTOR should reasonably have known or anticipated based on the area in which the site of the project is located, the type of construction involved and the practices prevalent in the construction industry.
- B. Notwithstanding the foregoing, however, if the CONTRACTOR makes a proper claim for an adjustment in the Contract Time or Contract Sum regarding special or concealed conditions which do not fall into the categories set forth above, the ENGINEER will promptly investigate such conditions. If such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of,

or time required for, performance of any part of the Work, and the CONTRACTOR has timely and properly made its claim, the ENGINEER will recommend an equitable adjustment in the Contract Time or Contract Sum, or both. If the ENGINEER determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in either or both of the Contract Time and Contract Sum is justified, then the ENGINEER shall so notify the CONTRACTOR in writing, stating the reasons. For any claim for an adjustment in the Contract Time or Contract Sum to be made properly, such claim must be made by the CONTRACTOR in writing with specific detail as to the special or concealed condition and such notice shall be given to the ENGINEER promptly before conditions are disturbed and in no event later than three (3) days after first observance of any such conditions and if the CONTRACTOR is entitled to an adjustment in the Contract Time and/or Contract Sum, the CONTRACTOR shall make such claim within the three (3) day period. In no event shall the existence of any concealed or unknown conditions qualify or limit any of the CONTRACTOR's obligations under the Contract Documents, including, without limitation, the indemnity obligations set forth in the Agreement.

**90-6 PARTIAL PAYMENTS.** Partial payments will be made monthly as the work progresses. Said payments will be based upon estimates prepared by the ENGINEER of the value of the work performed and materials complete in place in accordance with the CONTRACT, PLANS, and SPECIFICATIONS. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the CONTRACTOR since the last estimate amounts to less than Five Hundred Dollars (\$500.00).

From the total of the amount determined to be payable on a partial payment, 10% of such total amount will be deducted and retained by the OWNER until the final payment is made except, as may be provided (at the CONTRACTOR's option) in the subsection titled SUBSTITUTION OF SECURITIES of this section. The balance, 90% of the amount payable, less all previous payments, shall be certified for payment. Should the CONTRACTOR exercise his option, as provided in the subsection titled SUBSTITUTION OF SECURITY of this section, no such 10% retainage shall be deducted.

When 95% of the work has been completed, the ENGINEER may, at his discretion and with the consent of the surety, prepare an estimate from which will be retained an amount at least twice the CONTRACT value or estimated cost, whichever is greater, for the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the CONTRACTOR.

It is understood and agreed that the CONTRACTOR shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section. CONTRACTOR acceptance of payments for undisputed contract amounts shall release the OWNER of all claims related to those amounts.

**90-7 PAYMENT FOR MATERIALS ON HAND.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the re-

requirements of the CONTRACT, PLANS, and SPECIFICATIONS. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

1. The material has been stored or stockpiled at a location acceptable to the OWNER and in a manner acceptable to the ENGINEER.
2. The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
3. The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
4. The CONTRACTOR has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
5. The CONTRACTOR has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
6. The CONTRACTOR shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

It is understood and agreed that the transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of his responsibility for furnishing and placing such materials in accordance with the requirements of the CONTRACT, PLANS, and SPECIFICATIONS. In no case will the amount of partial payments for materials on hand exceed the CONTRACT price for the CONTRACT items in which the material is intended to be used.

**90-8 SUBSTITUTION OF SECURITIES.** At the CONTRACTOR's option, he/she may request that the OWNER accept (in lieu of the 10% retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the CONTRACTOR's deposits in escrow under the following conditions:

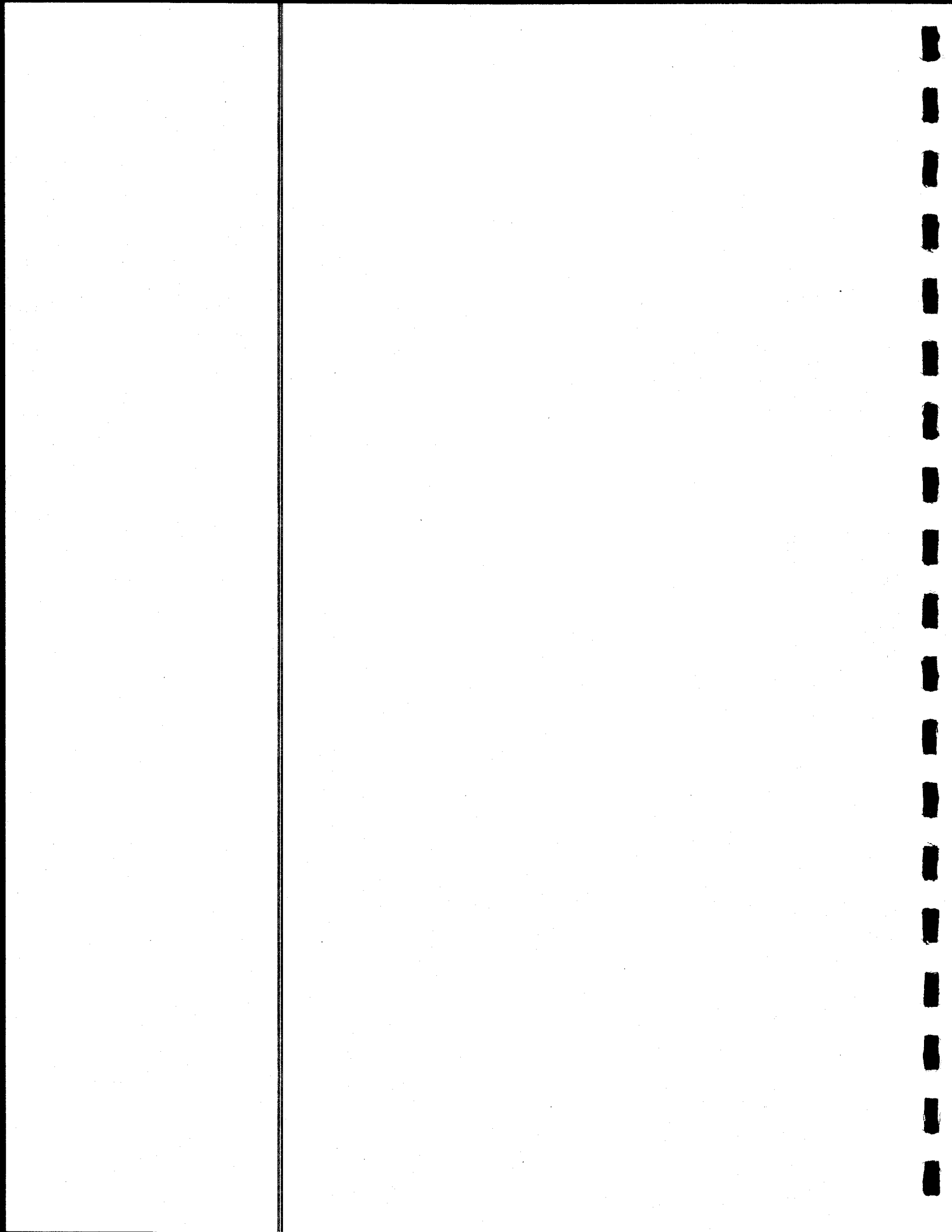
1. The CONTRACTOR shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the OWNER.
2. The CONTRACTOR shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the OWNER and having a value not less than the 10% retainage that would otherwise be withheld from partial payments.
3. The CONTRACTOR shall enter into an escrow agreement satisfactory to the OWNER.
4. The CONTRACTOR shall obtain the written consent of the surety to such agreement.

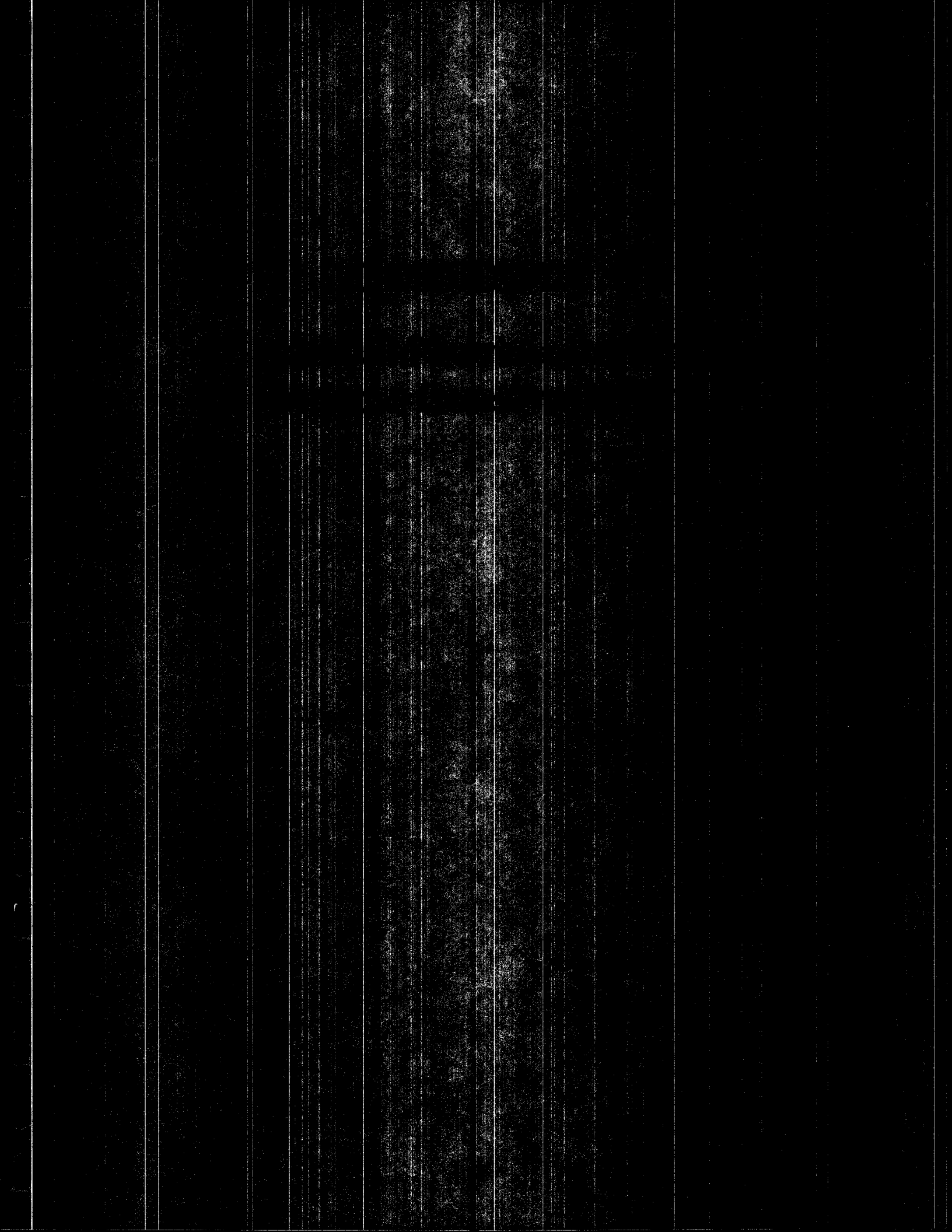
**90-9 ACCEPTANCE AND FINAL ESTIMATE.** When the CONTRACT work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the ENGINEER will prepare the final estimate of the items of work actually performed. The CONTRACTOR shall approve the ENGINEER's final estimate or advise the ENGINEER of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the CONTRACT as amended by order or supplemental agreement. The CONTRACTOR and ENGINEER shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the CONTRACTOR's receipt of the ENGINEER's final estimate. If, after such 30-day period, a dispute still exists, the CONTRACTOR may approve the ENGINEER's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the OWNER

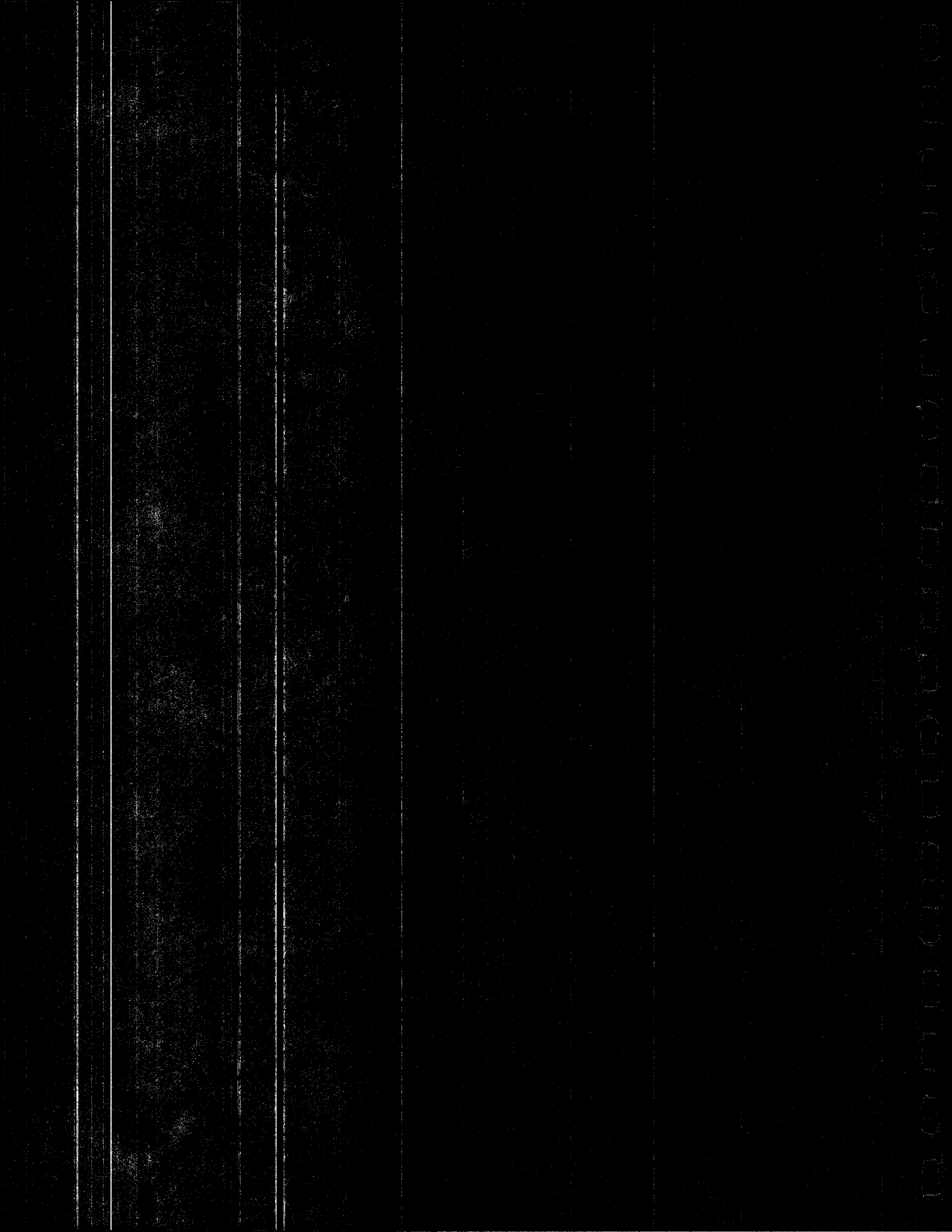
as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the CONTRACTOR has approved, or approved under protest, the ENGINEER's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the CONTRACTOR less all previous payments and all amounts to be deducted under the provisions of the CONTRACT. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

*If the CONTRACTOR has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the OWNER in accordance with local laws and ordinances. Upon final adjudication of such claims, any additional payment determined to be due the CONTRACTOR will be paid pursuant to a supplemental, final estimate.*



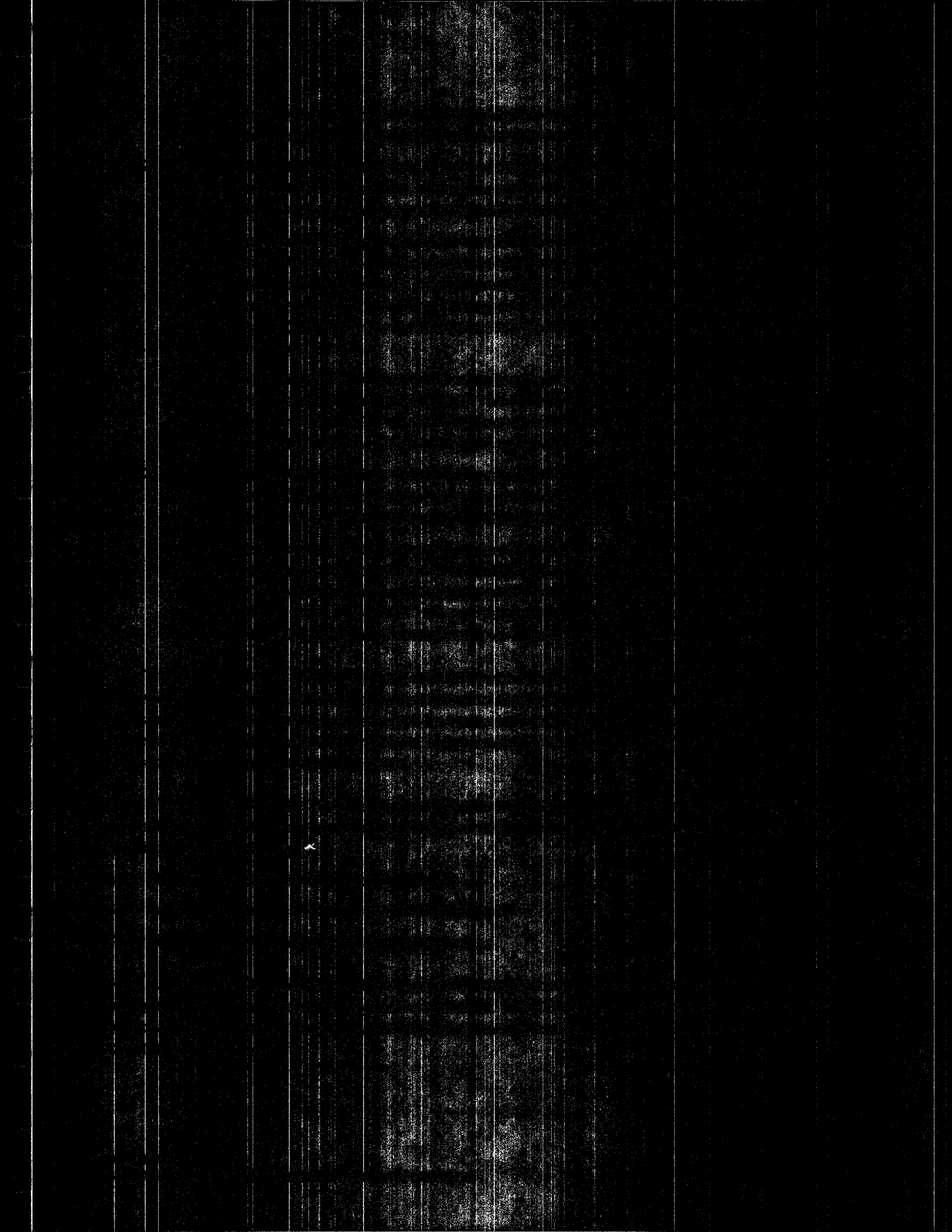




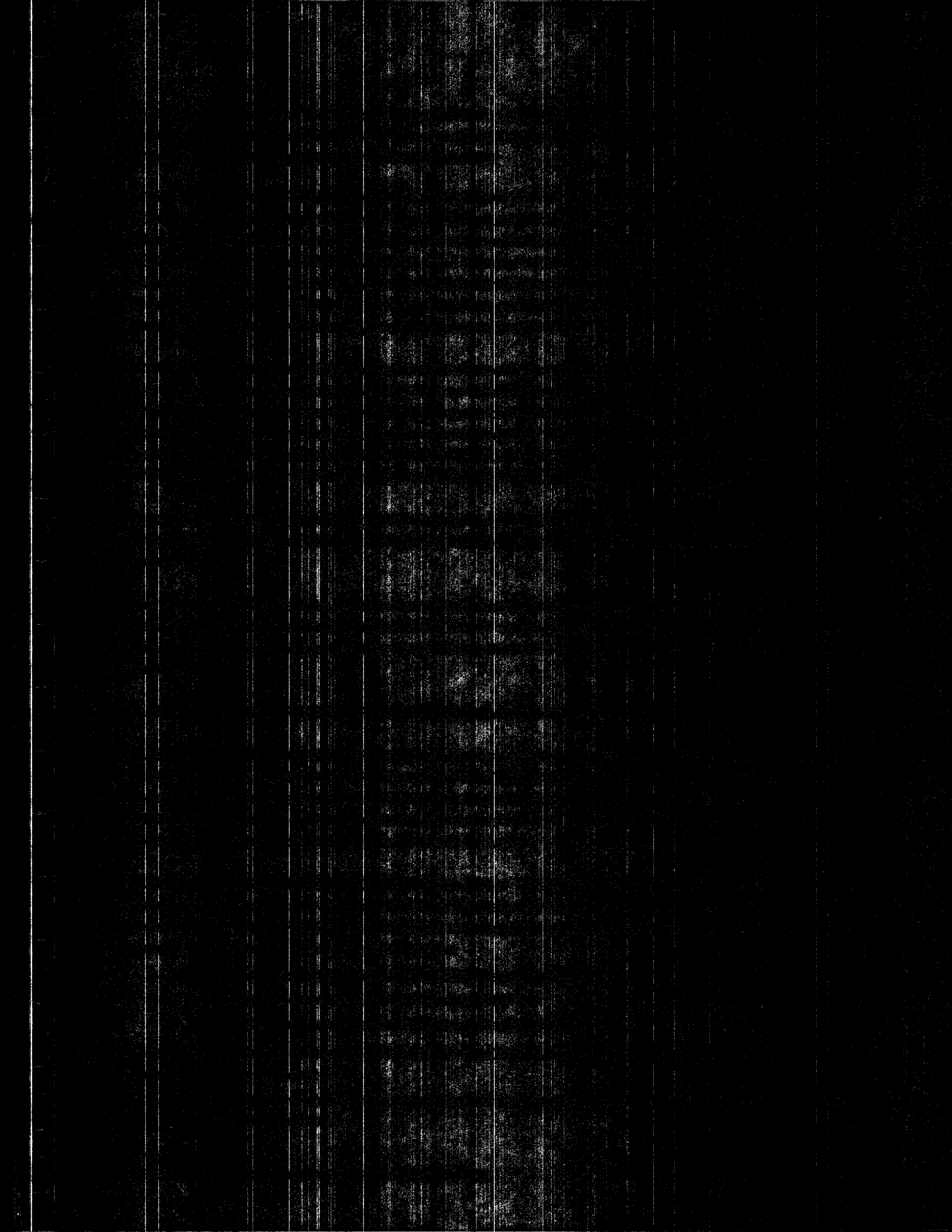




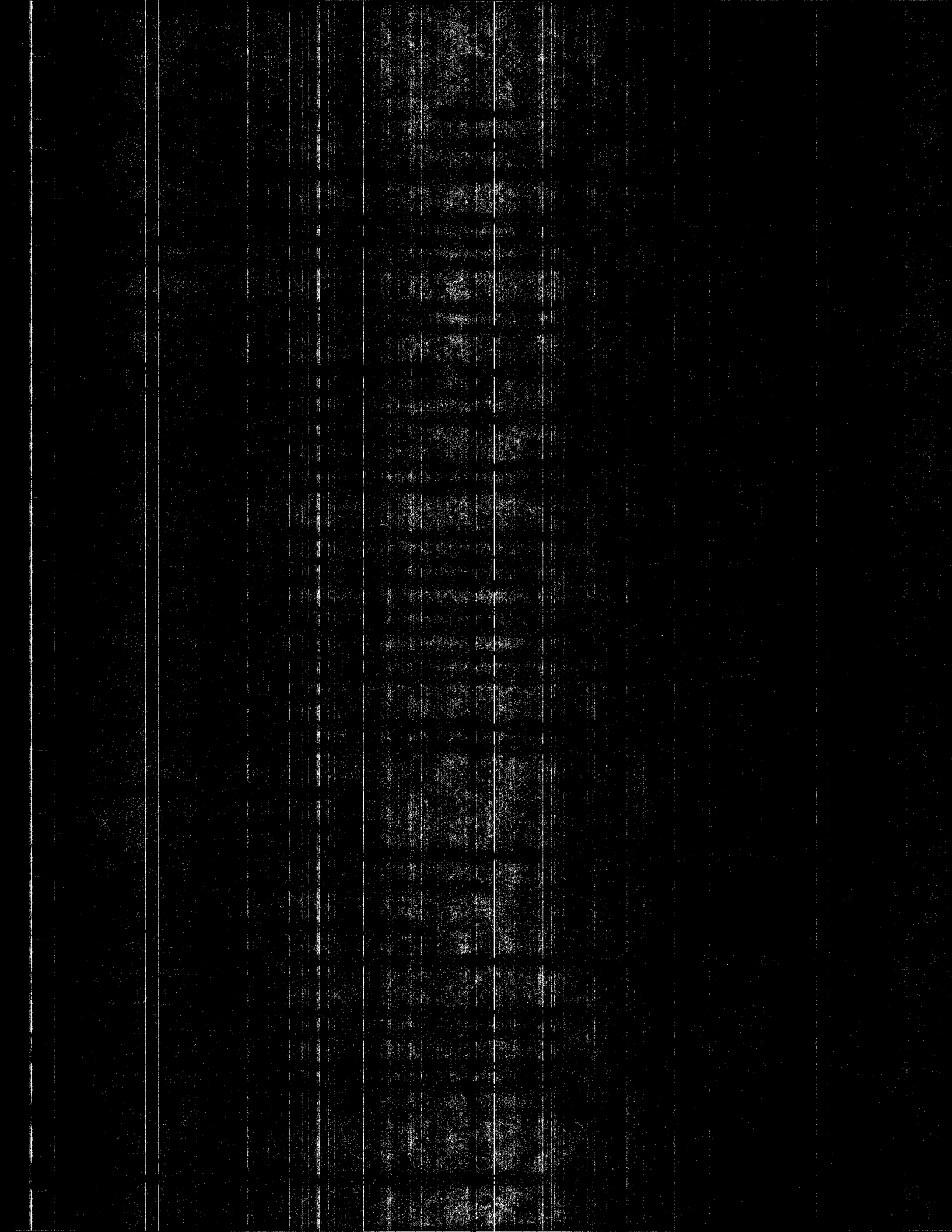






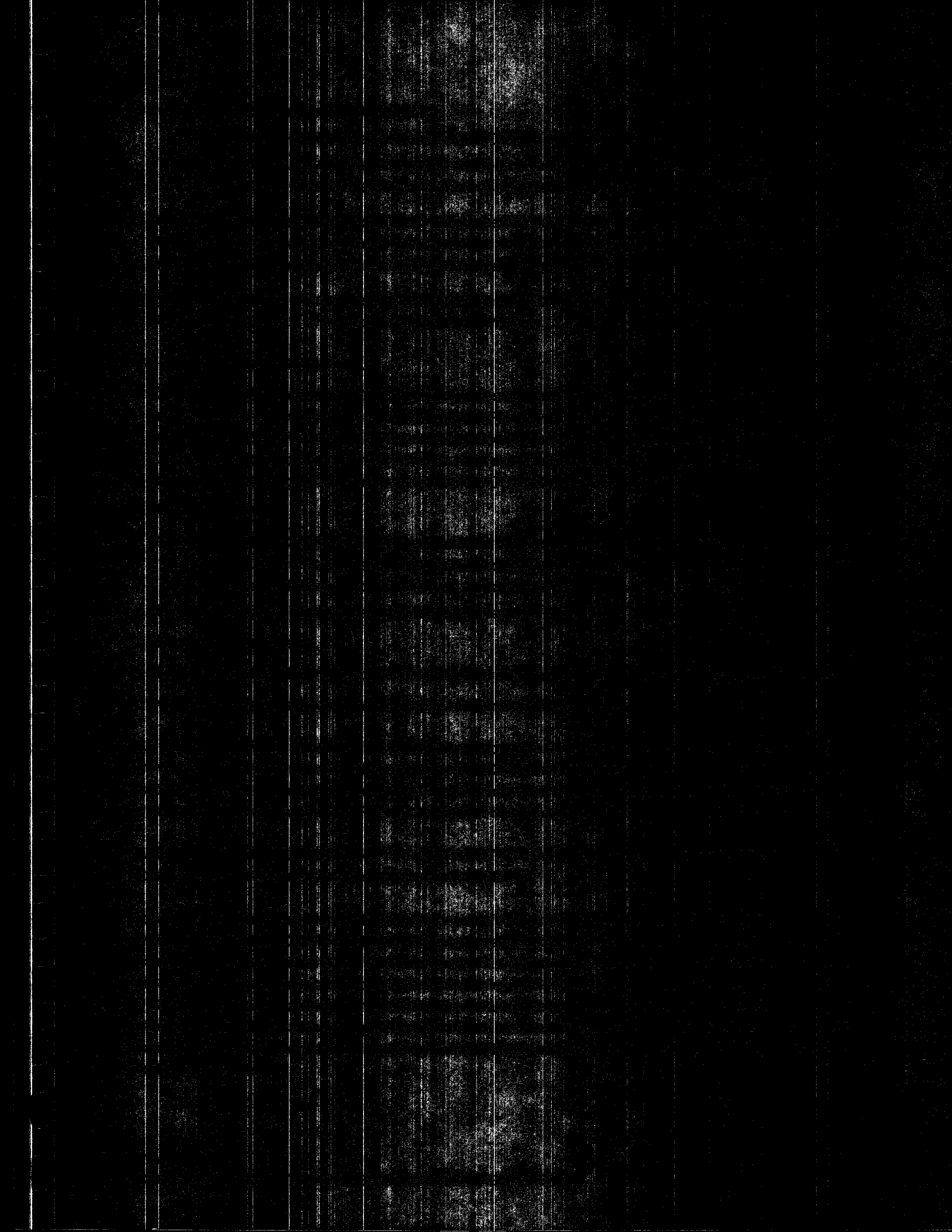




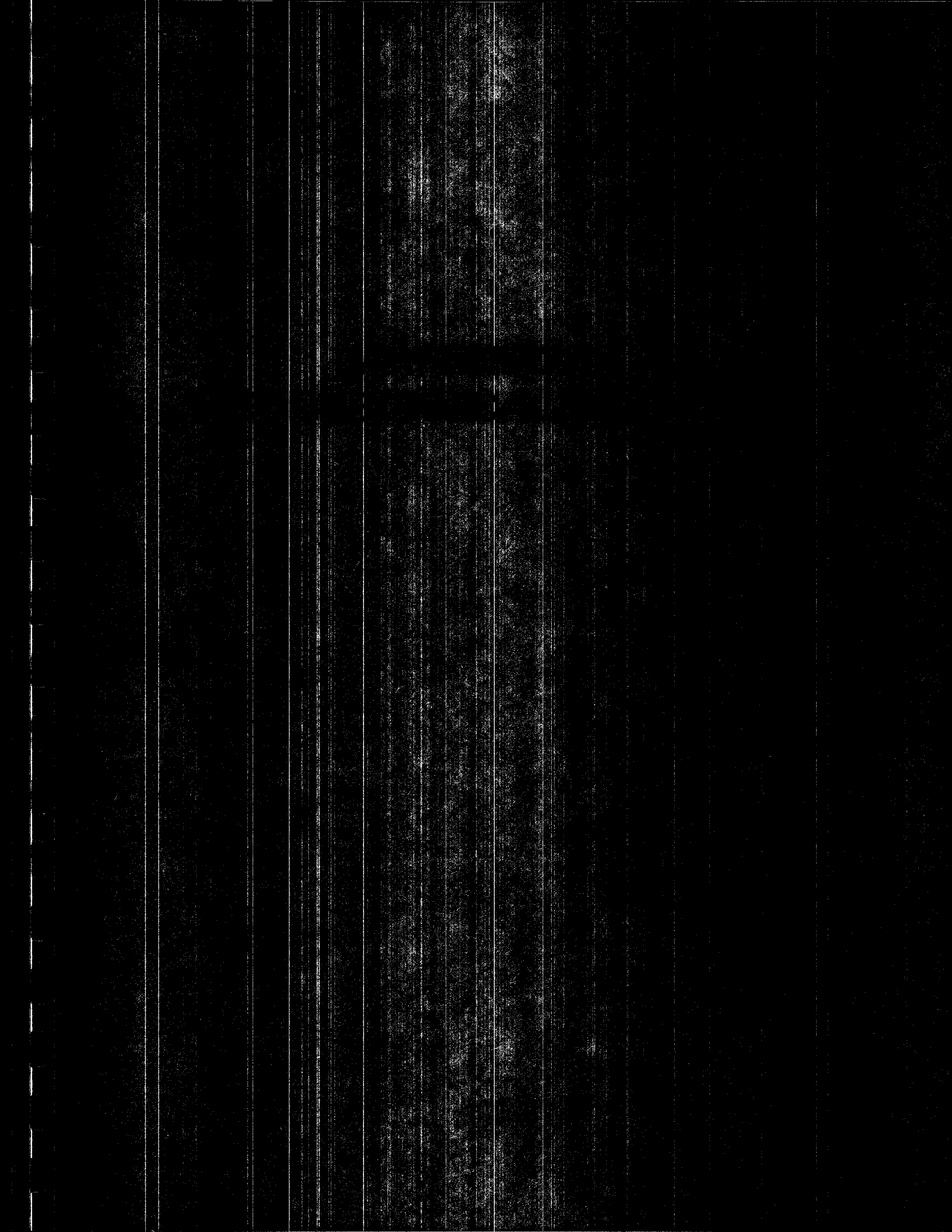




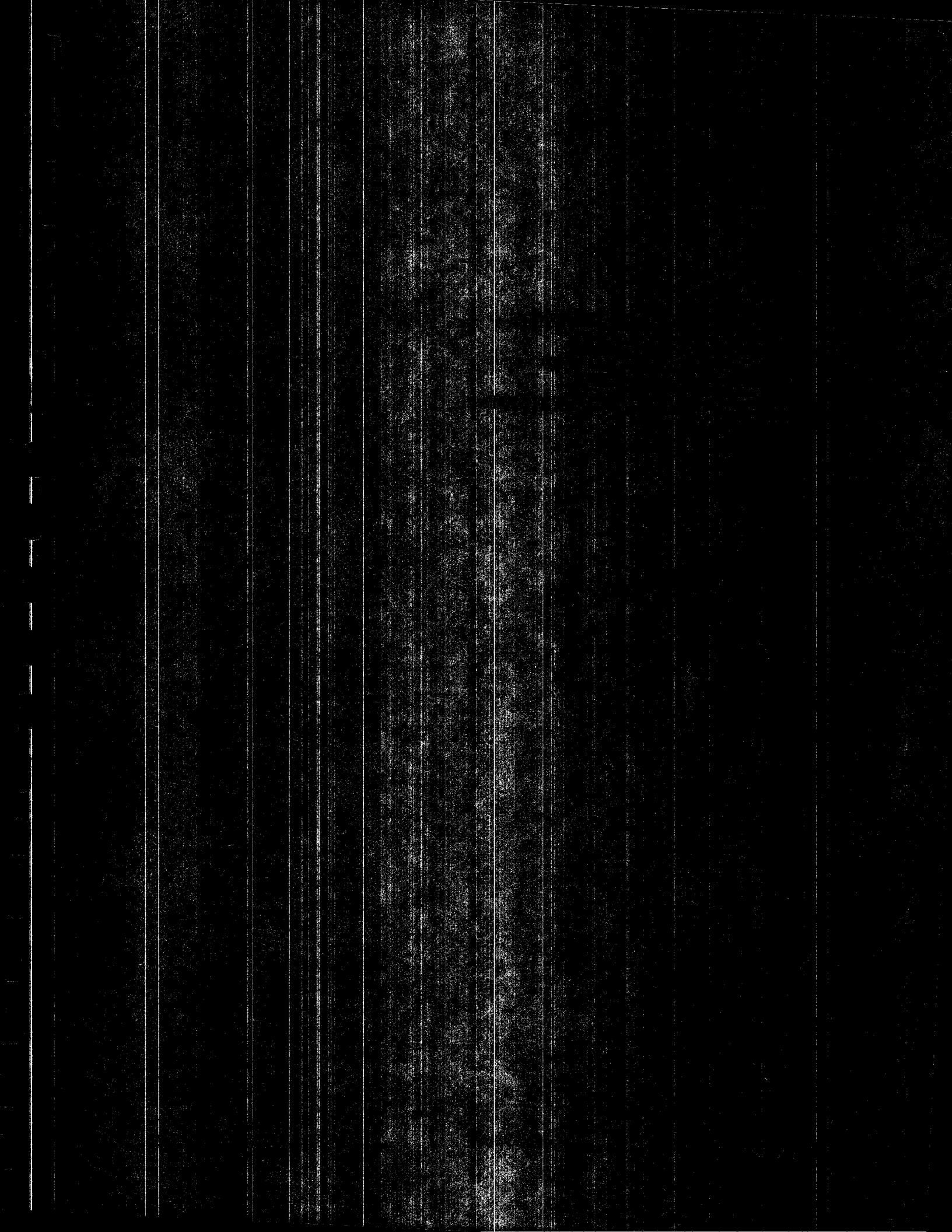


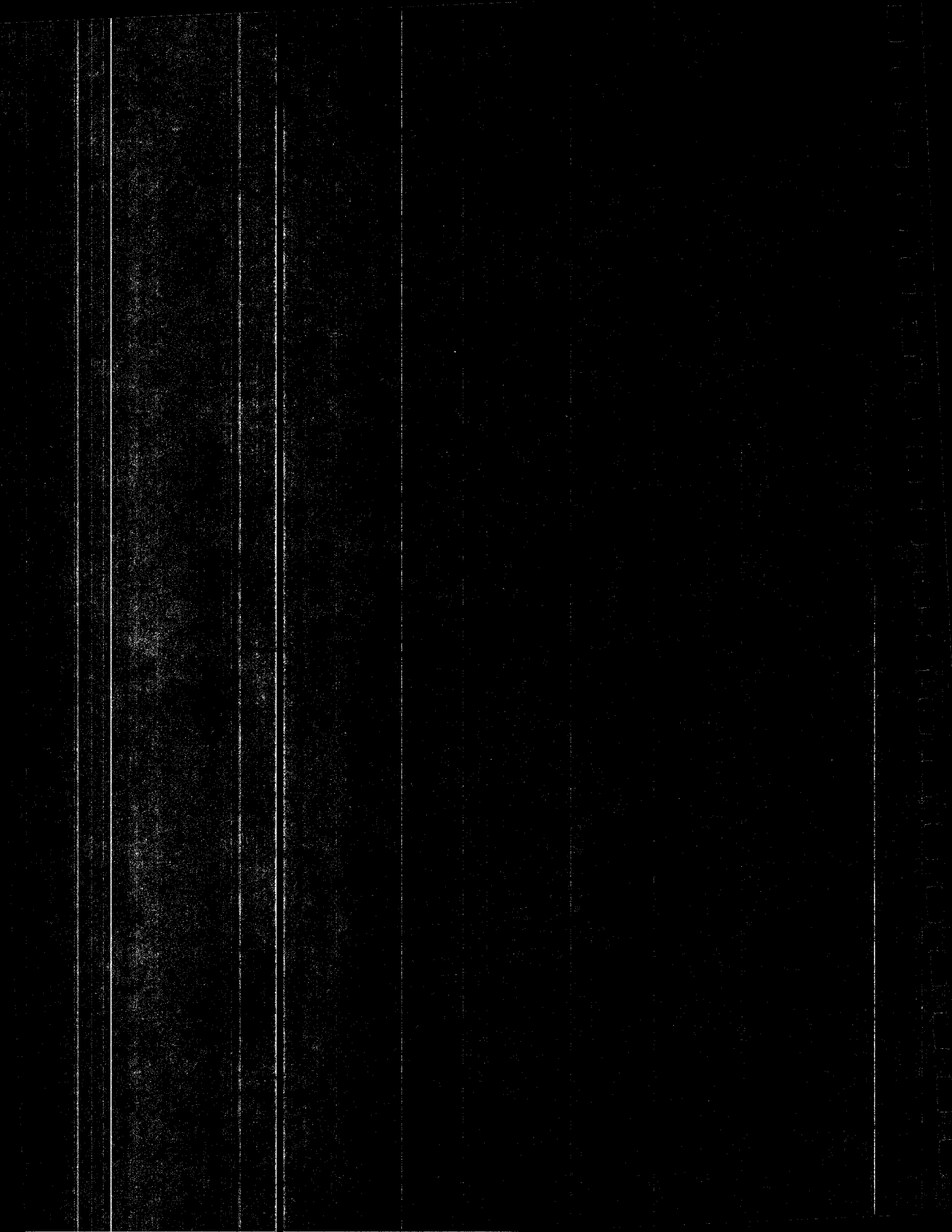


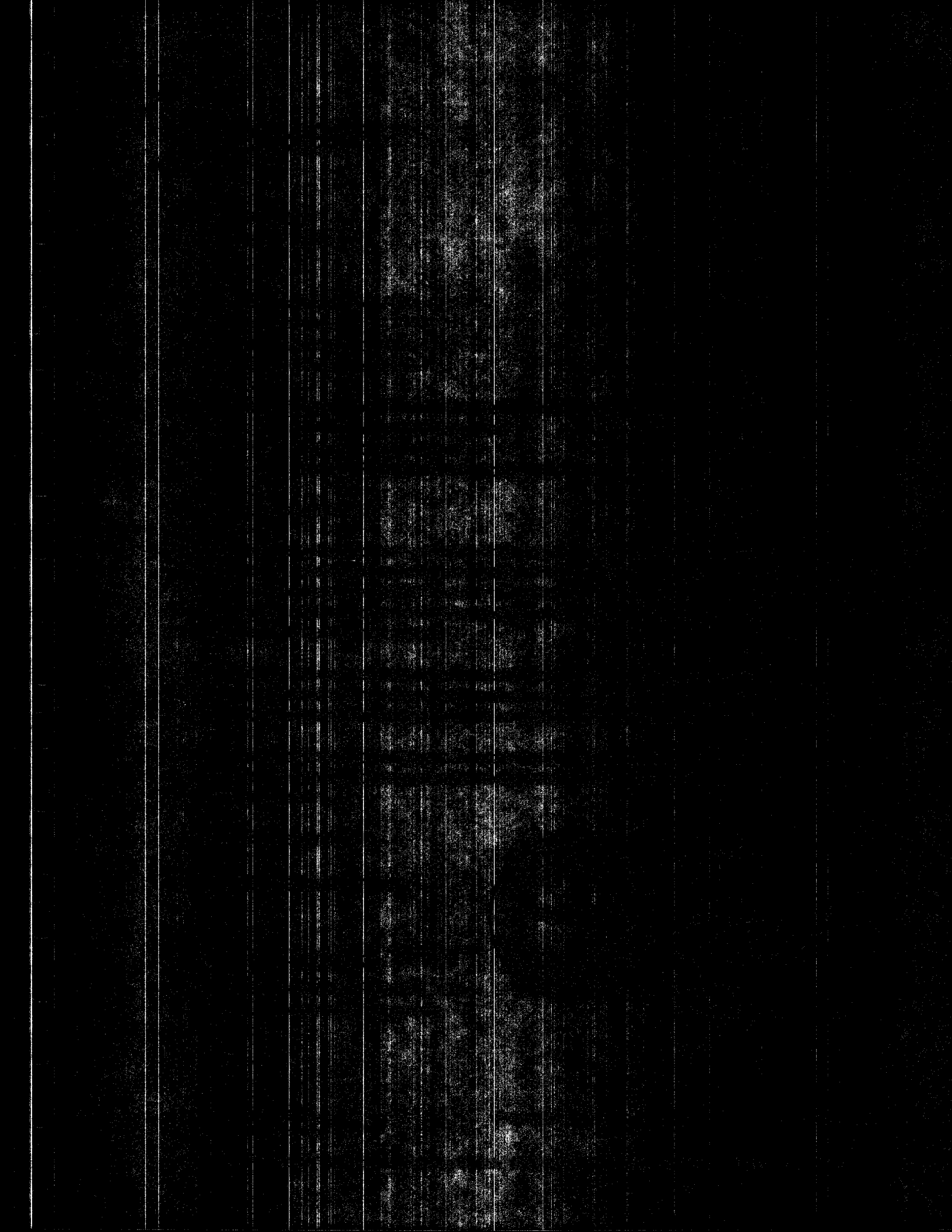




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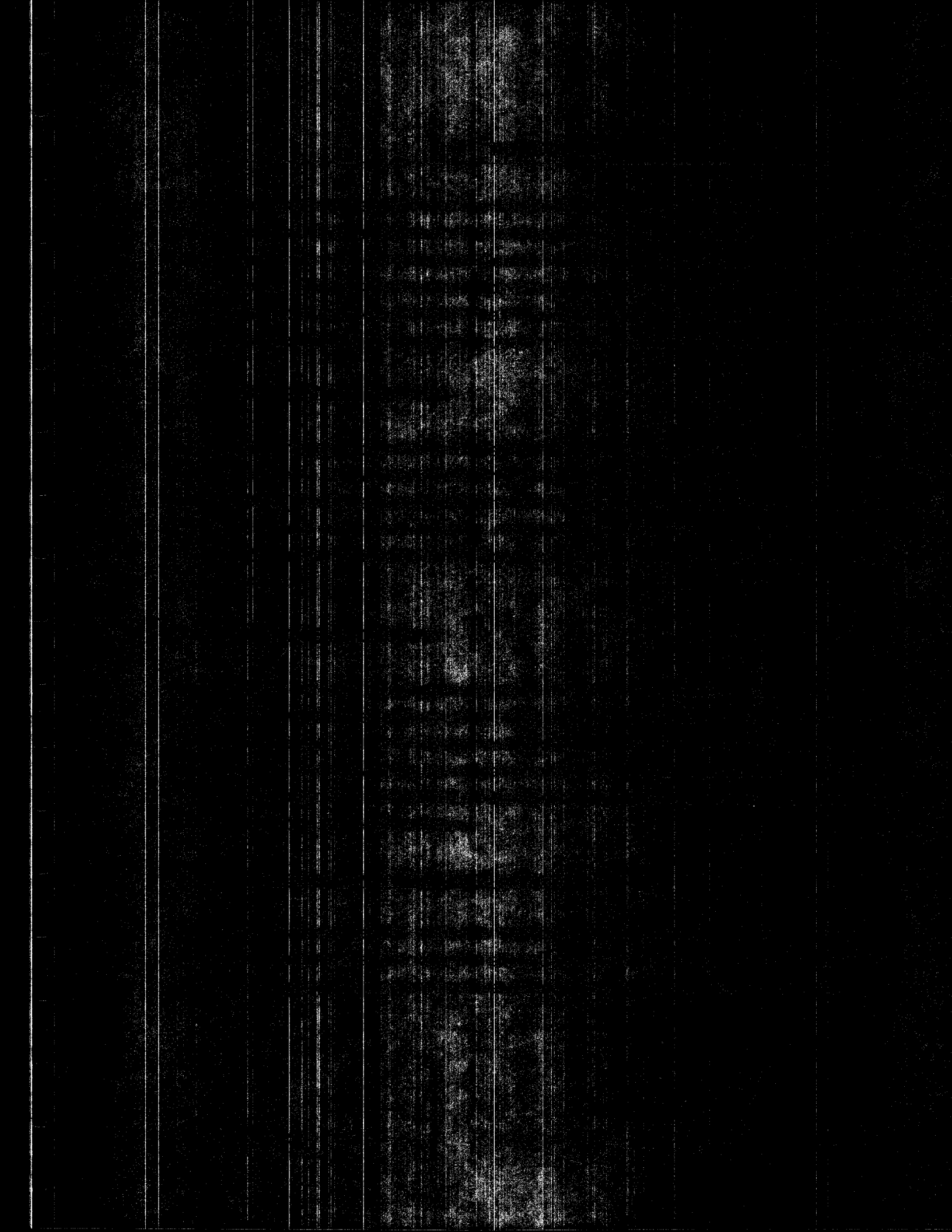




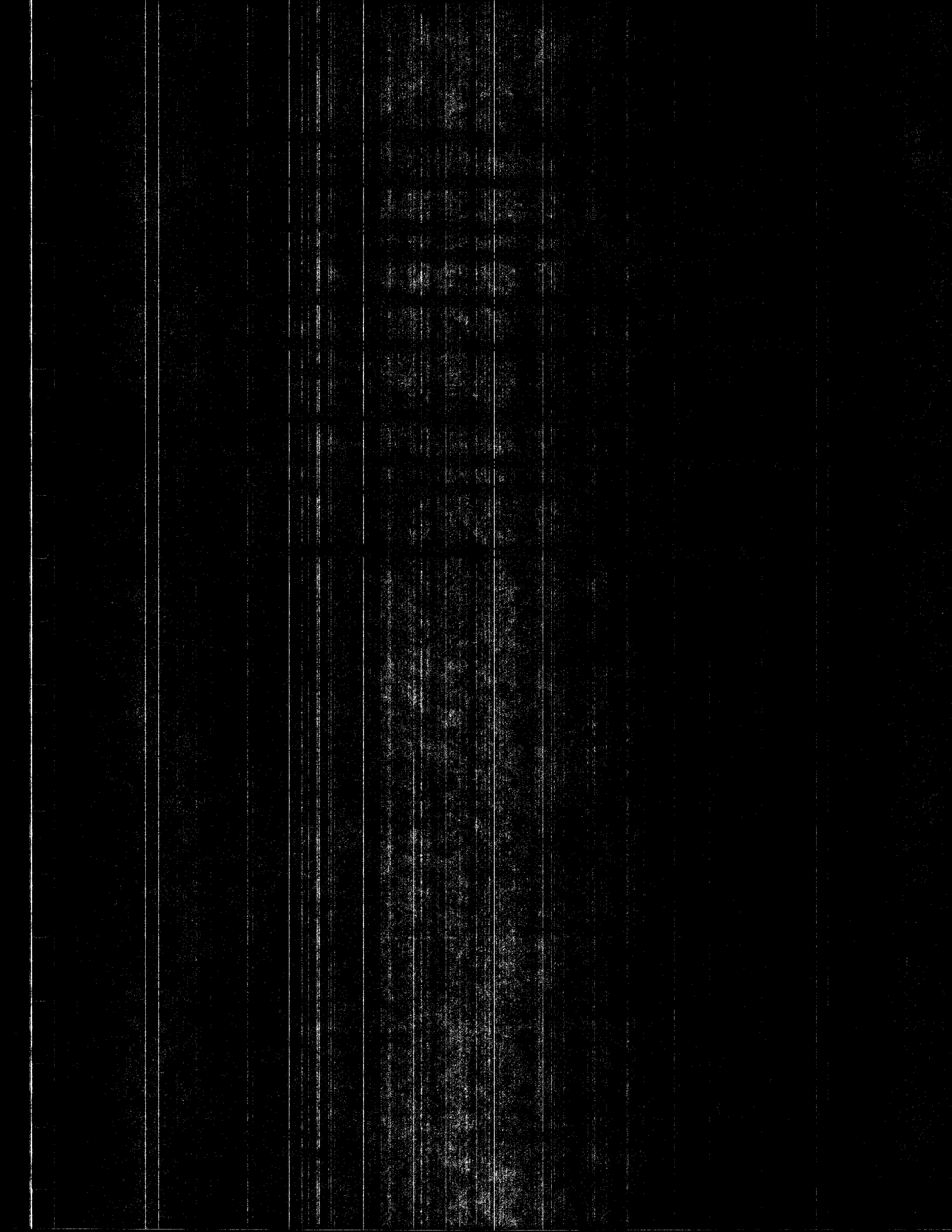




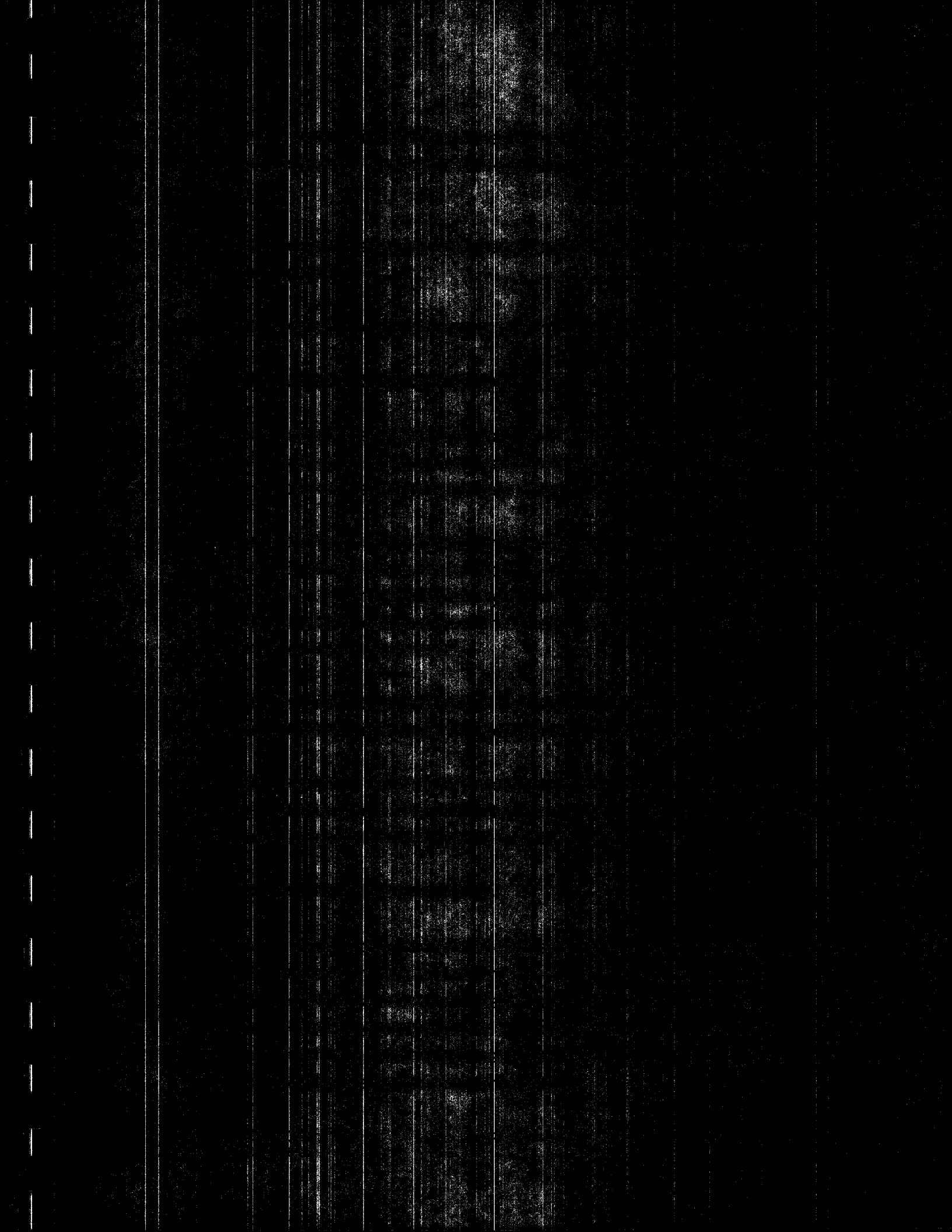




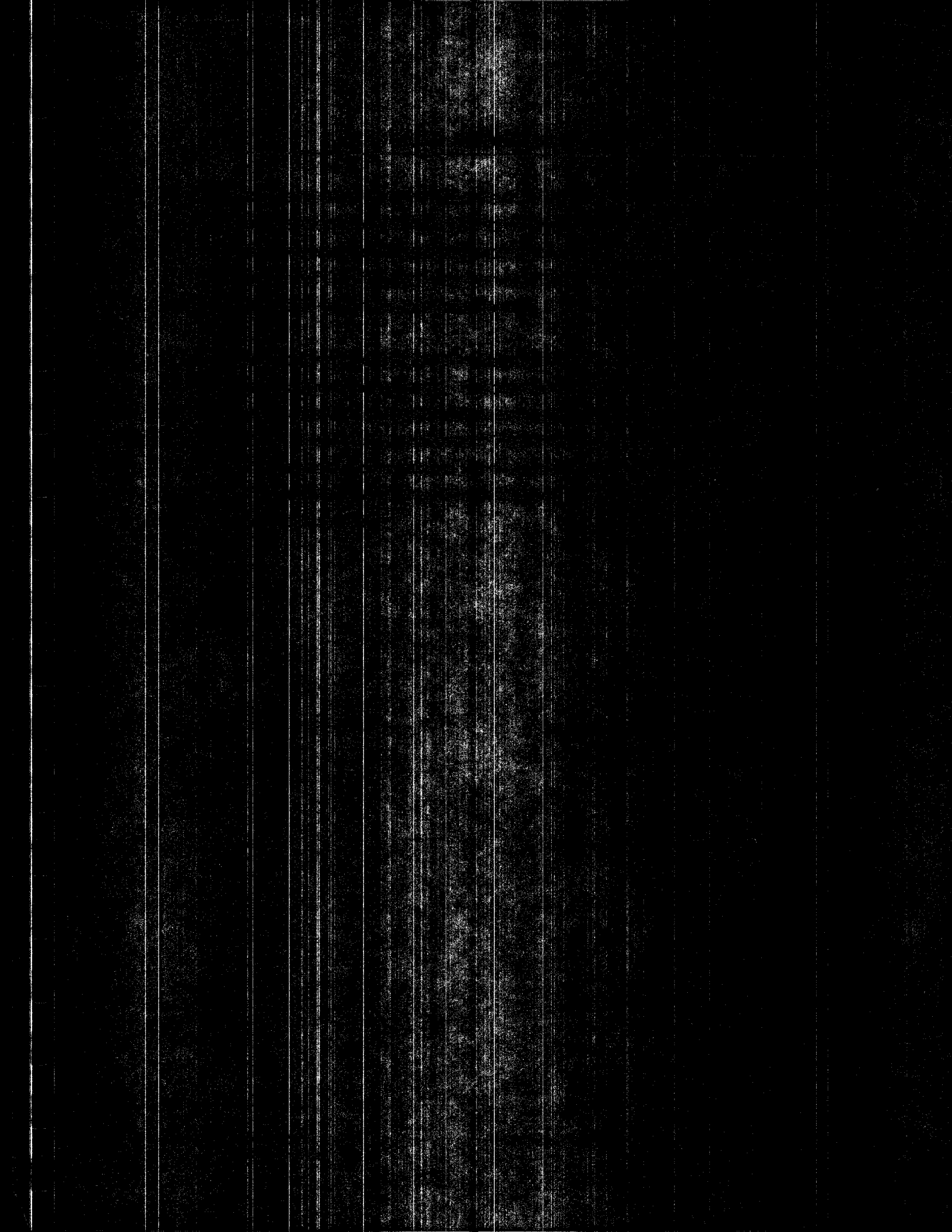






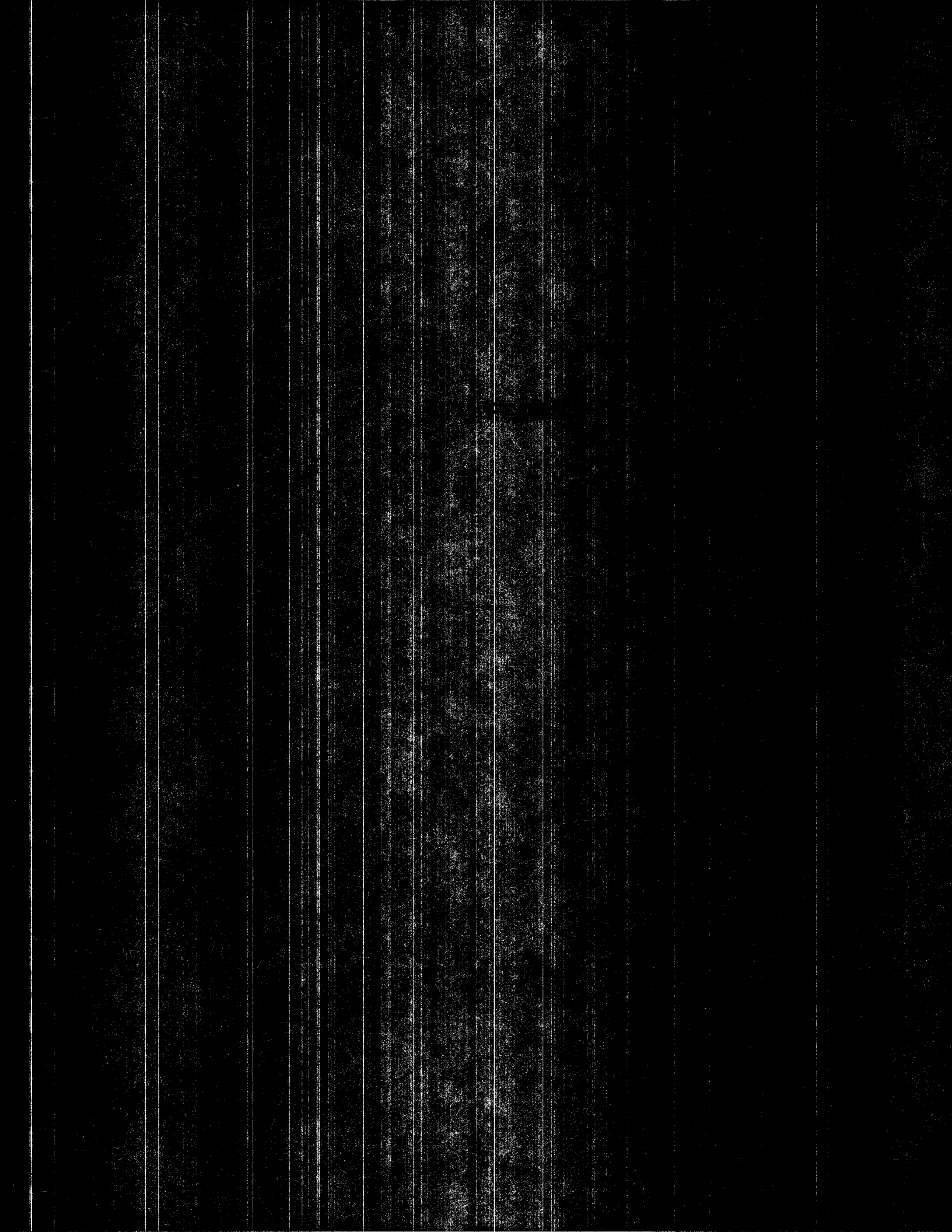




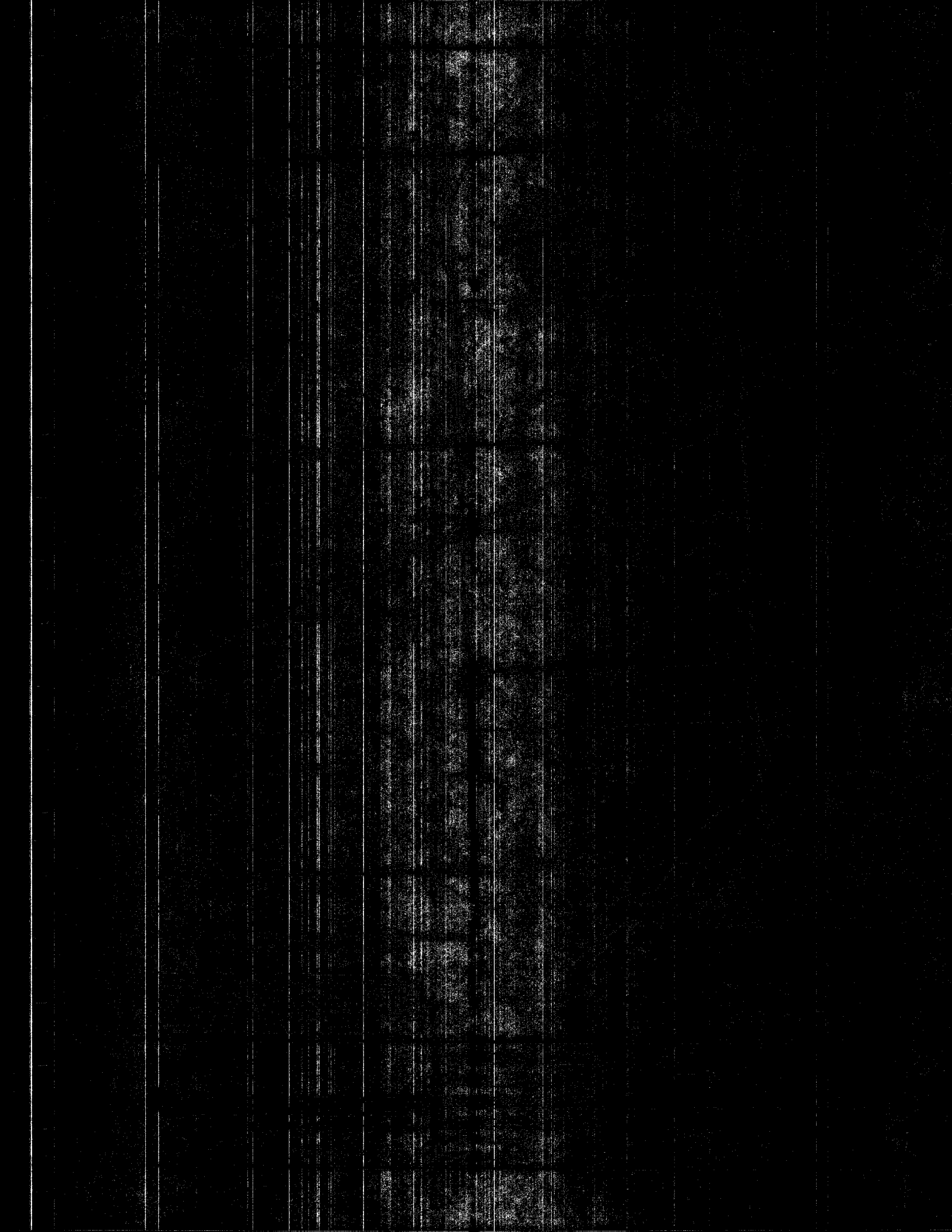




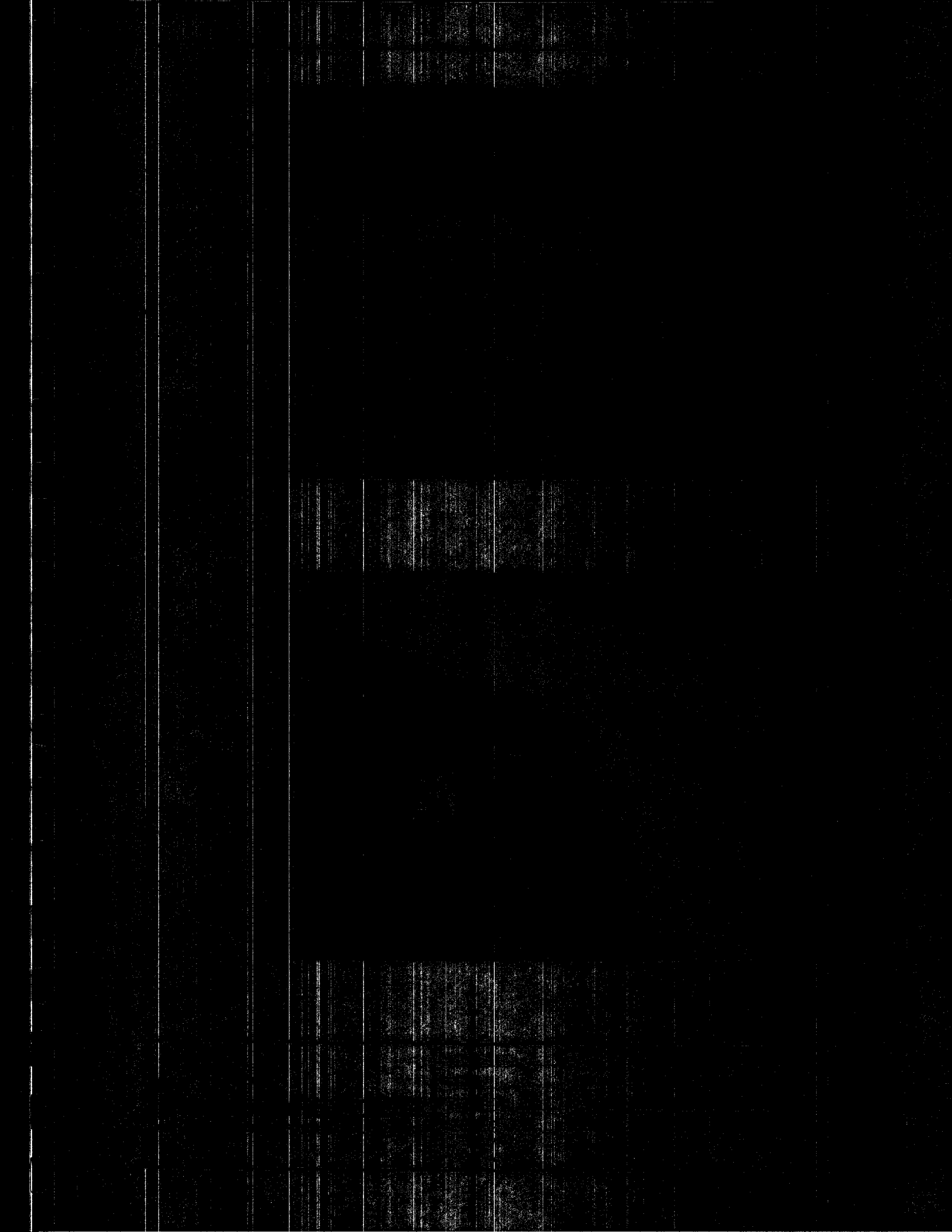




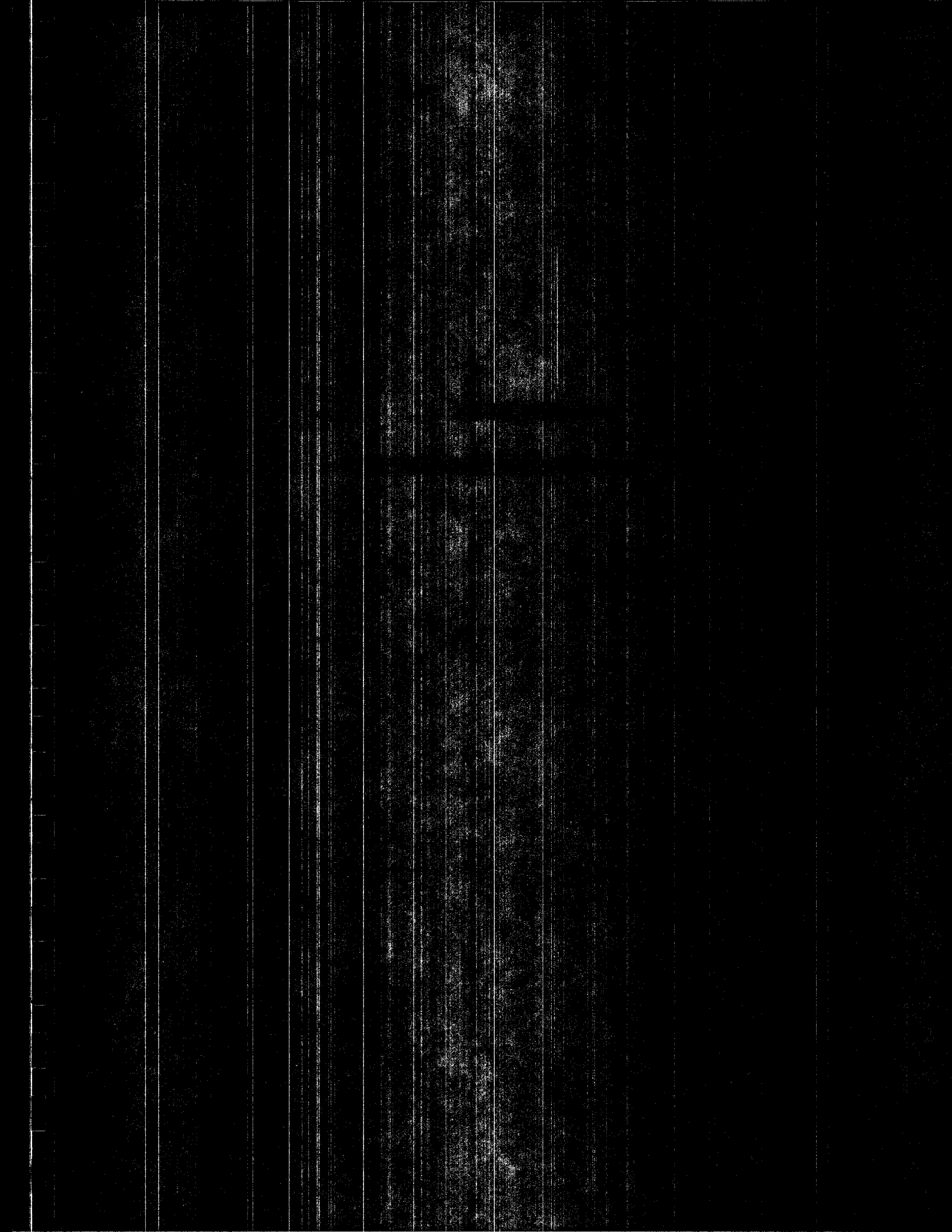


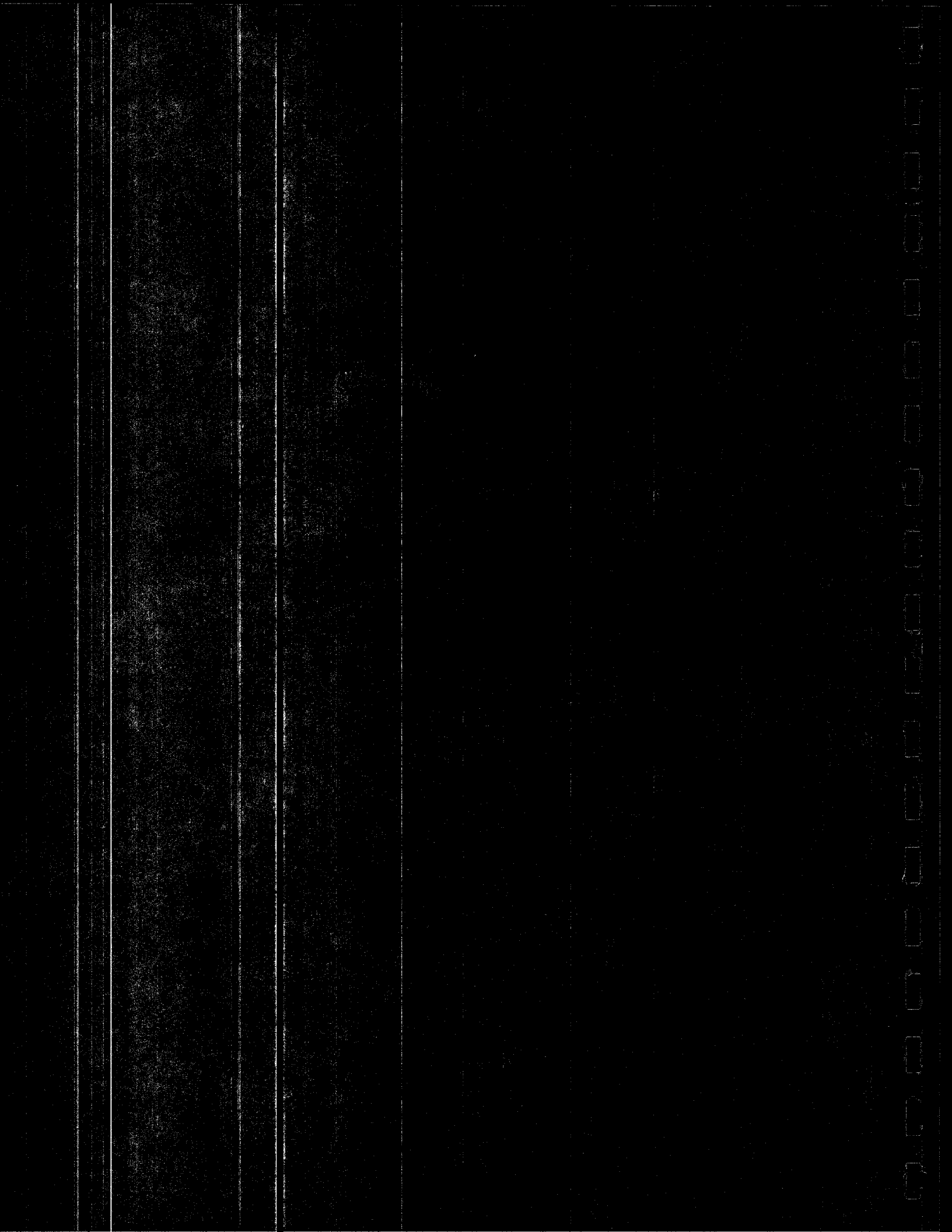




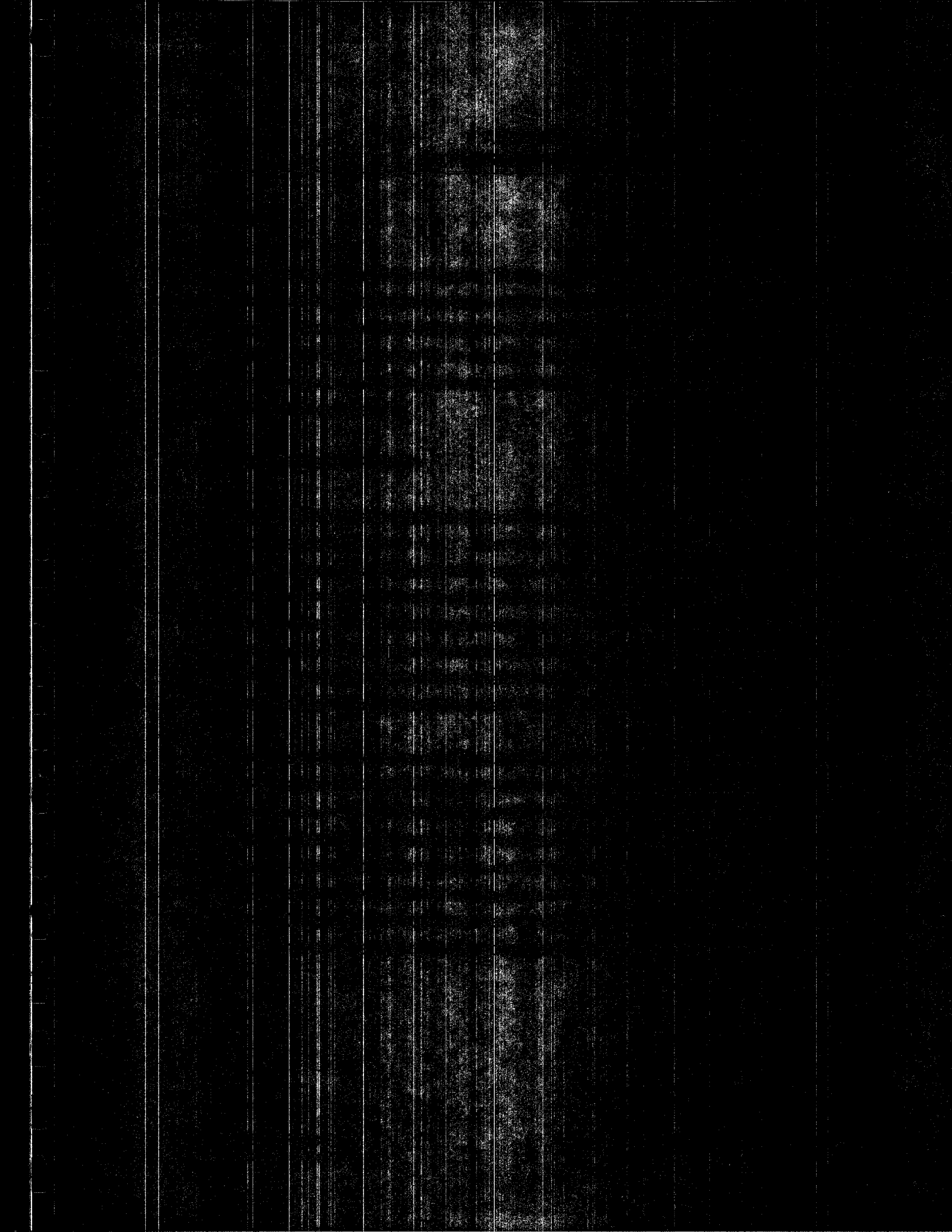












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