

SECTION 7 - PROSECUTION OF THE WORK
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SECTION 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the Agency, a Notice to Proceed will be issued which will constitute authorization to begin work.

The counting of Contract Time shall begin thirty (30) Calendar Days from the time the Contractor receives the Contract forms.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be prosecuted properly with regard to the rights of the public.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and Agency personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the Agency, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, Requests for Information, Change Orders, Field Instructions, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

7-4 WORK TO BE PROSECUTED WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall prosecute the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the Agency, on or before the scheduled completion date.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the Agency.

Whenever the Contractor or the Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the Agency and shall be received and obeyed by the foreman or other representative who may have charge

of the particular work in reference to which the orders are given, or the Agency may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, "Contractor's Equipment", of these Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the Agency may order the Contractor to modify the Contractor's facilities or methods. The Contractor shall promptly comply with such orders at the Contractor's expense. However, neither compliance with such orders nor failure of the Agency to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a schedule, in accordance with this Section and Section 5-8, "Contractor's Submittals", of these Specifications, which illustrates the Contractor's plans for carrying out the Work. The Agency will review the schedule, and any updates or revisions, for conformance to the Contract. Agency review of a schedule, update, or revision does not relieve the Contractor of responsibility for the feasibility of the schedule or requirements for accomplishments of milestones and completion within Contract Time, nor does the Agency review warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity.

If no separate item is provided in the Bid Form, payment for schedules shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the Agency places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the Agency will deduct ten percent (10%) of the monthly Progress Payment, but not more than twenty-five thousand dollars (\$25,000), for failure by the Contractor to submit the monthly updated schedule, as required by these specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the project, and meet all requirements of these specifications. If the contractor does not correct the deficiency by providing an acceptable schedule update within ten (10) days of the Agency's receipt of the monthly Progress Payment request, the deduction will become permanent via a deductive change order.

7-5.01 Progress Schedule

A bar chart or similar form of progress schedule will be required for all contracts. Unless otherwise agreed to by the Agency, the latest version of MS Project or Primavera shall be used. The Contractor shall submit three (3) copies, plus an electronic copy, of a complete baseline

progress schedule at the preconstruction conference (see Section 7-3, "Preconstruction Conference and Progress Meetings", in this Section of these Specifications). The baseline progress schedule shall show all major portions of the Work, the estimated dates on which the Contractor shall start each portion of the Work, and the contemplated dates for completing each portion of the Work or the approximate percentage of the Work or portions of the Work scheduled for completion at any time.

Unless agreed to by the Agency, the progress schedule shall be updated and submitted to the Agency with each Progress Payment request or when requested by the Agency. All schedule updates or revisions shall show the effects of any occurrence upon which the Contractor will base a notice of potential claim or has based any claim (see Section 9, "Changes and Claims", of these Specifications), and shall expressly call the Agency's attention to those effects. A revised or updated schedule shall be submitted within ten (10) Working Days of an Agency request.

The Contractor shall carry out the various elements of the Work concurrently, as is practicable, and shall not defer construction of any portion of the Work in favor of any other portion, without the express written approval of the Agency.

Despite the submission of a progress schedule, the Contractor shall be governed by the direction of the Agency if, in the judgment of the Agency, it becomes necessary to accelerate the Work or any part thereof, or cease work at any particular point and concentrate the Contractor's forces at such other point or points, with the intent of preventing delays.

7-5.02 CPM Schedule

When required by the Special Provisions, in lieu of the progress schedule required by the previous Section (Section 7-5.01), the Contractor shall submit a practicable Critical Path Method (CPM) network schedule within thirty (30) days of receipt of the Contract. Unless otherwise agreed to by the Agency, the latest version of MS Project or Primavera shall be used. The CPM network diagram shall be time-scaled and include printouts showing the mathematical analysis of the CPM network diagram. Activities shall include, but not be limited to, construction activities, procurement activities, submittal activities, and any other activities by the Contractor, the Agency, or any other entity that may impact the Work. Submittal and procurement activities shall include falsework drawings, post tensioning drawings, test procedures, mix designs, long time lead items, etc. The following information shall be shown for each activity:

1. Unique number(s) for each activity
2. Activity description
3. Activity relationships and dependencies (logic)
4. Activity duration in Working Days
5. Early start, early finish, late start, late finish dates (calendar date, i.e. day, month, year)
6. Total float, free float
7. For completed activities: actual start dates, actual finish dates, duration, and logic
8. Interim milestone dates and completion dates
9. Detailed list of work contained within each activity
10. Manpower loading for each item of work for unit price contracts
11. Cost loading for each item of work for lump sum contracts

The Contractor shall submit three (3) full-size paper copies and an electronic copy of each CPM schedule. Updates to the CPM schedule shall be submitted with each Progress Payment request, when Contract events are changed, or within ten (10) Working Days of an Agency request. A narrative describing the general status of the Work and addressing any problem areas or delays shall be submitted with each revision or update, with impacts on critical path

items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered.

All schedule updates or revisions shall show on the critical path the effects of any occurrence upon which the Contractor has based a notice of potential claim or will base any claim (see Section 9, "Changes and Claims", of these Specifications) and shall expressly call the Agency's attention to the effects.

7-5.03 Four-Week Rolling Schedule

A four-week rolling schedule shall be provided by the Contractor at each progress meeting. The schedule shall provide an accurate representation of the work performed the previous week and work planned for the current week and subsequent two (2) weeks.

The schedule shall be provided in a bar chart form with information derived from and consistent with the current project schedule. The schedule shall include activity ID number, activity description, start and finish dates (both scheduled and actual), and any other information requested by the Agency. Each activity shall be coded to note activities on the critical path and activities that are behind schedule.

7-5.04 Float

Float in any activity, milestone completion date, and/or Contract completion date is owned by the Project and, as such, is a resource available to both the Agency and the Contractor. Neither the Agency nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float. Total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) each non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date of the work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the project itself.

Acceptance of a Baseline Schedule, Monthly Update(s), or Revised Schedule, which is based on less time than the maximum time allowed for milestone or Contract completion, does not serve to change any Contract duration, nor does it serve as a waiver of either the Contractor's or Agency's right to utilize the full amount of time specified in the Contract. As such, liability for delay of the project completion date rests with the party actually causing delay to the project completion date. For example, if Party A uses some, but not all, of the float time and Party B later uses the remainder of the float time as well as additional time beyond the float time, Party B shall be liable for the costs associated with the time that represents a delay to the project's completion date. Party A would not be responsible for any costs since it did not consume all of the float time and additional float time remained, and the Project or milestone completion date was unaffected.

7-6 UNUSUAL SITE CONDITIONS

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

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The Agency will have the site remediated or issue a Contract Change Order per Section 9, “Changes and Claims”, of these Specifications if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the Agency, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-21, “Temporary Suspension or Delay of Work”, of these Specifications, until the weather clears or the conditions are no longer unfavorable.

The Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the Agency determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or Agency employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions, directed or approved by the Agency, no work shall be done between the hours of 6 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays. Unless otherwise noted in the Special Provisions, directed or approved by the Agency, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the Agency’s written permission.

Transportation routes involving a river crossing over the American River have been identified as being critical for traffic circulation between the areas north and south of the river. In order to maintain traffic flow across these critical routes, no lane or road closures will be permitted between the hours of 7:00 a.m. and 9:00 p.m. at the following locations:

Watt Avenue between Folsom Boulevard and Fair Oaks Boulevard

Sunrise Boulevard between Folsom Boulevard and Fair Oaks Boulevard

Hazel Avenue between Folsom Boulevard and Winding Way

Lane or road closures at these locations during the times indicated will only be allowed in emergency situations or with the express written approval of the Director of the Department of Transportation or his/her designee.

7-8.02 Off-Period Work

A written request to work between 6 p.m. and 7 a.m. or on Saturdays, Sundays, or legal holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The Agency will evaluate the Contractor's request to determine if there is a benefit to the Agency, a nuisance or a hazard to the public, the project, or the area surrounding the site, and if the Contractor should pay any Agency overtime

costs related to the off-period work. The Agency may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or legal holidays for an emergency repair. The Contractor must notify the Agency within one (1) hour of dispatch of the Contractor's repair crews, and give their name, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the Agency when the emergency repair is completed and the road is clear, or, if an extension of time is required, the Contractor must provide a revised tentative completion date and time.

7-8.04 Revocation of Permission For Off-Period Work

The Agency may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the Agency. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to maintain adequate force and equipment for reasonable prosecution and inspection of the Work, or fails to provide sufficient artificial light to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-8.06 Lane and Road Closures During November/December Holiday Season

Except as provided in the Special Provisions or approved by the Agency, construction will be suspended and no activities that interfere with public traffic shall be conducted on designated streets during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). A map showing designated streets is included as Appendix B. Changes to this map may be done by the Department of Transportation before the start of the holiday season. Contact the Department of Transportation Right-of-Way Management Section at 4100 Traffic Way, Sacramento, CA 95827 to receive a copy of the latest map. All existing pits, excavations, trenches, and openings in the road surface shall be backfilled and paved to produce a level and smooth surface. All barricades and barriers shall be removed from all traffic lanes, unless authorized by the Agency as long-term traffic controls. Only emergency repairs as defined in Section 7-8.03, "Emergency Repairs", in this Section of these Specifications will be permitted during the holiday season.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall not connect to or draw construction water from fire hydrants without written approval from the utility owner and the Agency.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work and materials from damage until completion and acceptance of the Work. Neither the Agency nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage.

The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the Agency, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the Agency for any delays, in accordance with Section 7-13, "Notice of Delays", in this Section of these Specifications.

7-12.01 Avoidable Delays

The Contractor shall not receive any time extensions or compensation for avoidable delays. Avoidable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.
2. Delays associated with the reasonable interference of other contractors employed by the Agency that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.
3. Delays associated with loss of time resulting from the necessity of submitting plans for Agency approval or from Agency surveys, measurements, inspections, and testing.
4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.
5. Any curtailment of the Contractor's operations due to any action of the Sacramento Metropolitan Air Quality Management District.

7-12.02 Unavoidable Delays

The Contractor may be granted an extension of Contract time for delays that are determined to be beyond the control of the Contractor, impact a controlling item of work, and could not be prevented by the exercise of care, prudence, foresight, and diligence. Unavoidable delays may include Agency acts, acts of God or of the public enemy, fire, floods, epidemics, and strikes. Material shortages and delays in utility company relocations may be classified as unavoidable if the Contractor produces satisfactory evidence of acting in a timely manner.

1. The Contractor shall not receive any additional compensation due to inclement or unsuitable weather or conditions resulting therefrom, acts of God or of the public enemy, fire, floods, epidemics, strikes, material shortages, or utility relocations.
2. The Contractor may be entitled to additional compensation for unavoidable delays the Agency determined resulted from an Agency act or the discovery of cultural

resources as specified in Section 10-12, “Archeological and Cultural Resources”, of these Specifications, except as modified below:

- a. Compensation for unavoidable delays shall not be granted when the Contractor could have reasonably anticipated the delay.
- b. When there are two (2) or more concurrent delays and at least one (1) is noncompensable, no compensation other than time extension shall be provided.
- c. Compensation for unavoidable delays shall be granted only if such unavoidable delay affects controlling operations that would prevent completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the Agency in writing if the Contractor foresees any delay in the prosecution of the Work or immediately upon the occurrence of any unavoidable delay, but in no case shall the written notice be provided to the Agency later than two (2) Working Days after the occurrence of the unavoidable delay. The Contractor shall state the probability of the delay occurring and its cause so the Agency may take steps to prevent the occurrence or continuance of the delay and determine whether the delay is avoidable or unavoidable, its duration, and the extent.

The Agency will assume that all delays were avoidable unless the Agency was notified as indicated above and through its investigation found them unavoidable. No consideration for additional time or compensation will be given for any delay not called to the Agency’s attention at the time of its occurrence.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors carelessly destroy Agency-placed stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these Specifications.

7-15 TIME OF COMPLETION

Time is of the essence on all Agency contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time set forth in the Special Provisions.

The Agency will furnish the Contractor a weekly statement showing the number of days charged to the Contract for the preceding week, the number of days of time extensions approved or under consideration, the number of days originally specified for the completion of the Contract, and the extended date for completion. The Contractor will be allowed fifteen (15) days from the issuance of the weekly statement to file a written protest stating how the Contractor’s estimate of Contract days charged to the Contract differs from the Agency’s. If no protest is received, it shall be deemed by the Agency that the Contractor has accepted the statement as being correct.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for unavoidable delays or for the execution of extra or additional work shall not operate as a waiver of the Agency’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

A Contract day on either Working Day or Calendar Day contracts will not be charged if, in the opinion of the Agency, inclement or unsuitable weather or its effects prevents working on the current controlling operation at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. A current controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.

7-18 EXTENSION OF TIME

The Contractor will be allowed a time extension to complete the Work equal to the sum of all unavoidable delays as determined in accordance with Section 7-12.02, "Unavoidable Delays", in this Section of these Specifications, plus any adjustments in Contract Time due to Contract Change Orders as outlined in Section 9-12, "Time Extensions for Changes", in these Specifications. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages. Requests for a time extension must be submitted in writing to the Agency within ten (10) Calendar Days of the event that is the reason for the request for time extension and before the expiration of the Contract time.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the Agency that the Work is substantially complete and request that the Agency grant substantial completion. Within five (5) Working Days, the Agency and the Contractor shall inspect the Work to determine the status of completion. If the Agency does not consider the Work ready for its intended use, the Agency will notify the Contractor in writing, giving the Agency's reasons. If the Agency considers the Work ready for its intended use, the Agency will grant substantial completion. The Agency will provide a list of items to be completed or corrected (punch list) before Final Acceptance and Final Payment. Within ten (10) Calendar Days of being provided a list of items to be completed or corrected, the Contractor shall proceed to correct or complete such items. The counting of time for liquidated damages will cease for the entire Work, or a specific portion of the Work, on the date substantial completion is granted, but shall not bind the Agency to formal acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the Agency. The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of these Specifications.

The final inspection will not be made until final clean up has been accomplished.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the Agency in writing of the completion of the Work, and the Agency shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies. The Contractor shall proceed to correct such defects or deficiencies within ten (10) days of such notification. When notified that correction of the defective or deficient work is complete, the Agency will again inspect the Work to ascertain that the corrections are in accordance with the Contract. The Agency will issue a field acceptance letter and will recommend to the Board final acceptance of the Work if it finds all the corrections acceptable. Field acceptance by the Agency shall cause the commencement of warranty periods, but shall not bind the Board to final acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon completion of the Work, including acceptance of M&O manuals, Record Drawings, and test reports, the Agency will recommend to the Board that it accept the Contract as complete. Upon acceptance by the Board, a Notice of Completion will be filed with the County Recorder and a thirty-five (35) day lien period begins. (See Section 8-11, "Final Estimate and Payment", of these Specifications.)