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5-1.01 Authority of Engineer. - It will be the Engineer's duty to inspect materials and workmanship for all deviations from the drawings, specifications and other contract provision which may come to the Engineer's notice. Such inspection is for the sole benefit of the City and shall not act as a waiver of defects in the work. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to compensation. The Engineer's decision shall be final and the Engineer shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. The engineer shall have the right to order the work stopped, if in the Engineer's opinion such action becomes necessary, until the Engineer has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

5-1.02 Plans and Working Drawings. - The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been reviewed by the Engineer without the further written approval.

Working drawings for any part of the permanent work shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the specifications.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work and for other temporary work and methods of construction the Contractor proposes to use, shall be submitted when required by the specifications or ordered by the Engineer. Such working drawings shall be subject to review by the Engineer insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

Working drawings shall be reviewed by the Engineer before any work involving such drawings is performed. It is expressly understood that review of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. Such review shall not operate to waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding such review.

Working drawings for any structure shall consist of such detailed plans as may be required for the prosecution of the work and are not included in the plans

furnished by the Engineer. They shall include shop details, erection plans, masonry layout diagrams, and bending diagrams for reinforcing steel, which shall be approved by the Engineer before any work involving these plans is performed. Plans for cribs, cofferdams, falsework, centering and form work shall be required and shall be subject to approval unless approval be waived by the Engineer. These plans will be subject to approval insofar as the details affect the character of the finished work, but other details of design will be left to the contractor, who shall be responsible for the successful construction of the work.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the contractor shall be responsible for agreement and conformity of his working drawings with approved plans and specifications and Special Provisions.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

The Engineer's review of working drawings, and other submittals submitted for the Engineer's review by the Contractor shall not act as a waiver of defects subsequently discovered in such documents or in work performed by the Contractor in reliance on those documents.

Working drawings and schedules shall be submitted in such number as required by the Engineer, accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Working drawings shall be complete in every respect and bound in sets. Unless otherwise requested, six copies of working drawings and schedules shall be submitted for approval.

The Contractor shall submit all working drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, corrections, resubmitting and rechecking.

The Engineer's review of the Contractor's plans shall in no way be construed to impose tort liability on the City or any of its officers or employees by reason of any damage to property or person, including death resulting from or arising out of the use of such plan, and the Contractor shall indemnify and hold harmless the City, its officers and employees from any loss or liability resulting from the use of such plans.

The Contractor shall keep on the work a copy of the plans and specifications including all authorized change orders, and shall at all times give the Engineer and the Engineer's representatives access thereto.

Plans and specifications and copies thereof furnished by the Engineer shall not be used on other projects without the Engineer's consent.

5-1.02A Trench Excavation Safety Plans. - Attention is directed to Section 7-1.01E, "Trench Safety." The Contractor shall, before beginning any excavation or trench work, 5 feet or more in depth, secure a permit "to perform Excavation or Trenchwork," from the State of California, Division of Industrial Safety. Excavation for any trench 5 feet or more in depth shall not begin until completion of review by the Engineer, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such

excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

The acceptance of the copy of the permit "to perform Excavation or Trench work," or review by the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of trenches, shall in no way be construed to impose tort liability on the City or any of its officers or employees by reason of any damage to person, including death or property resulting from or arising out of the use of such plan, and the Contractor shall be fully responsible for any such damage, and the Contractor shall indemnify and hold harmless the City, its officers and employees from any loss or liability resulting from the use of such plan.

The permit together with a copy of approved plan for trench safety shall be maintained on the job site at all times.

5-1.03 Conformity With Contract Documents and Allowable Deviations. - Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and the Engineer's decision as to any allowable deviations therefrom shall be final.

5-1.04 Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions. - These Standard Specifications, the Standard Plan Details, project plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and 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 conflict between the Standard Specifications and Standard Plan Details, the project plans and the special provisions, the order of precedence shall be as follows:

1. Special Provisions
2. Project Plans
3. Standard Plan Details
4. Standard Specifications

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

If the Contractor, in the course of the work, discovers any discrepancies between the plans and the conditions actually encountered at the Project site, or any errors or omissions in the plans or in the layout given by stakes, points or

instructions, it shall be the Contractor's duty to inform the Engineer immediately in writing; and the Engineer shall promptly investigate the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

The headings and titles printed on the plans and in these general conditions, in the specifications and elsewhere in the contract documents, are inserted for the convenience of reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

5-1.04A Record Drawings. - The Contractor shall keep and maintain, on the job site, one record set of Drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated in the Contract Documents. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the work as actually constructed. These master record drawings of the contractor's representation of as built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up to date during the progress of the work.

In the case of those drawings which depict the detailed requirements for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the Work.

Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer. Said up to date record drawings may be in the form of a set of prints with carefully plotted information as approved by the Engineer.

Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a complete set of record drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions which may appear on the Record Drawings as a result.

5-1.04B Arrangement. - The specifications and drawings herein referred to are arranged and numbered for convenience. Such arrangement and numbering shall not limit the work required by any separate trade. The terms and conditions

of limitation are between Contractor and their sub-contractors. The General Conditions apply to all work including authorized extras.

5-1.05 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 to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.06 Superintendence. - The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or their authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

The Engineer shall be supplied at all times with the names and telephone numbers of at least 2 persons in charge of or responsible for the work who can be reached for emergency work 24 hours a day, 7 days a week.

5-1.065 Status of Contractor. - The City's right of supervision hereunder shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work, shall not be lessened because of such supervision.

5-1.07 Lines and Grades. - Such stakes or marks will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans and in the special provisions.

When the Contractor requires such stakes or marks, the Contractor shall notify the Engineer of the Contractor's requirements in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event, shall a notice of less than 2 working days be considered a reasonable length of time.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the

judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

The Contractor shall not disturb any monuments found within the area of the work or improvements unless they have first procured written permission from the Engineer. The Contractor shall bear the expense of resetting any monuments which may be disturbed or damaged or removed without such permission.

5-1.08 Inspection. - The Engineer shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications, the special provisions, and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

The inspection of the work or materials shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

Projects financed in whole or in part with Federal, State, County or Regional agency funds or otherwise subject to the jurisdiction or control by another public entity, shall be subject to inspection at all times by the appropriate Federal, State, County, or Regional agency or other public entity involved.

The Contractor shall notify the Engineer at least 24 hours in advance of the time required for the services of the Inspector. Should the Contractor fail to notify the Engineer and proceeds with work requiring inspection, all said work shall be rejected by the Engineer. The work so rejected may be subsequently accepted by the Engineer only after receipt of the certification described below and only if the Engineer approves such certification. Should the Contractor request acceptance of such rejected work the Contractor shall, at the Contractor's sole expense, secure the services of: private material testing laboratories, consulting engineers or licensed land surveyors, as previously approved by the City, who shall certify that said work does, in fact, conform to the requirements of the plans and these specifications.

Neither the inspection by the project engineer nor by an inspector, nor any order, measurement, approved notification, certificate, or payment of money, or acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this Contract or of any power reserved therein to the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or any right to damage thereunder; nor shall any waiver by the City of any breach of this Contract be held to be a waiver of any subsequent breach of the same provision or any other provision of the contract. All remedies shall be taken and construed as cumulative.

5-1.08A Inspection for Sole Benefit of the City. - The Contractor is hereby advised that inspection of the Contractor's work during the contract is for the sole and exclusive benefit of the City. Such inspection shall not relieve the Contractor from any obligation to perform the work pursuant to the plans and

specifications, even if defects or deficiencies in such work were noted or observed at the time of such inspection and not communicated to the Contractor.

5-1.09 Removal of Rejected and Unauthorized Work. - All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed to the Contractor for such removal, replacement, or remedial work. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority from the City will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 5-1.09, the Engineer may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

5-1.09A Acceptance of Defective or Nonconforming Work. - If the City prefers to accept defective or nonconforming work, the City may do so in its sole discretion and without the consent of the Contractor instead of requiring its removal and correction, in which case a written Change Order will be issued to reflect a reduction in the contract amount. Such adjustment shall be effected whether or not final payment has been made. Acceptance of defective or nonconforming work may occur only upon issuance by the City of a written Change Order or as set forth above.

5-1.09B Modification to Contractor's Work. - The City may modify the Contractor's work, either before or after acceptance of the project, without commencing or voiding any of the warranties or accepting, in part or in whole, the Contractor's work. Notification of the City's intent to modify the Contractor's work will be made in writing 48 hours prior to commencement of the modification. Whenever the City makes a claim against the Contractor for defective workmanship or materials, it shall be the sole obligation of the Contractor to establish that the defect being complained of was due solely to a modification, if any, made by the City.

5-1.10 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 designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The Contractor shall identify each piece of their equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting

equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

The make, model, serial number and manufacturer's rated capacity for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of the Engineer, the Contractor shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.

Each machine or unit of equipment shall be operated by an experienced operator skilled in handling the particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

All vehicles used to haul materials over existing traveled ways shall be equipped with pneumatic tires and operated within legal wheel load limits.

5-1.11 Alternative Equipment. - While certain of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

If such permission is granted by the Engineer, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results which, in the opinion of the Engineer, are equal to, or better than, that which can be obtained with the equipment specified. The Engineer shall have the right to withdraw such permission at any time that the Engineer determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of such permission by the Engineer, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Engineer, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

Neither the City nor the Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of such permission.

Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the Engineer to be in furtherance of the purposes of this Section 5-1.11. The approval for use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.

Nothing in this Section 5-1.11 shall relieve the Contractor of responsibility for furnishing materials or producing finished work of the quality specified in these specifications or in the special provisions.

5-1.115 Alternative Methods of Construction. - Whenever the plans or specifications provide that more than one specified method of construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that the City does not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

5-1.12 Character of Workers. - If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged from the work immediately on the request of the Engineer without cost to the City, and such person shall not again be employed on the work.

5-1.13 Final Inspection. - When the work has been completed, the Engineer will make the final inspection.

5-1.14 Cost Reduction Incentive. - 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 total 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, or design and safety standards.

Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for on a force account basis as provided in Section 9-1.03, "Force Account Payment."
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section 5-1.14 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted

hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications, under consideration by the City for the project, at the time said proposal is submitted or if such a proposal is based upon or similar to Standard Specifications, standard special provisions or Standard Plans adopted by the City after the advertisement for the contract, the Engineer will not accept such proposal and the City reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified 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 in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The City reserves the right where it deems such action appropriate, to require the Contractor to pay in part or whole the City'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 indicate acceptance thereof in writing, and such acceptance shall constitute full authority for the City to deduct amounts payable to the City from any monies due or that may become due 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, which shall specifically state that it is executed pursuant to this Section 5-1.14. 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 to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the City's cost of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the

Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to the Contractor prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 5-1.14 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Section 5-1.14 of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

5-1.15 Project Appearance. - The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of daily unless otherwise specified in the special provisions or as directed by the Engineer.

The Contractor shall furnish trash bins for all construction debris. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

The Contractor shall not sweep construction and other debris into the storm drainage system and shall prevent such materials from entering the storm drains.

The Contractor is advised that disposal of dirt and other debris into the public storm drain system is prohibited under the San Jose Municipal Code and under California State Fish & Game Code. Any fines or penalties levied against the Contractor for violation of the above and related regulations are the sole responsibility of the Contractor.

Except as otherwise provided as a separate pay item, full compensation for conforming to the provisions in this Section shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.16 Conferences. - At any time during progress of the work, the Engineer shall have authority to require the Contractor and any subcontractors and/or suppliers at any tier to attend a job-site conference. Any notice of such

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conference shall be duly observed and complied with by the Contractor and Subcontractors and suppliers.

END OF SECTION