

## **1501 AUTHORITY OF THE ENGINEER**

### **1501.1 DECIDING QUESTIONS**

The Engineer will decide all questions regarding:

- (1) Quality and acceptability of Materials provided and Work performed,
- (2) Manner of performance and rate of progress of the Work,
- (3) Interpretation of the Contract,
- (4) Measurement, control of quantities, and the amount of any payment deductions or adjustments, and
- (5) Acceptable fulfillment of all Contract provisions on the part of the Contractor.

The Engineer's acceptance does not waive the Department's right to pursue legal remedies for defective Work or Work performed by the Contractor in an unworkmanlike manner.

### **1501.2 SUSPENDING WORK**

The Engineer may suspend the Work if the Contractor fails to:

- (1) Correct conditions unsafe for the Project personnel or the general public,
- (2) Carry out the Contract provisions,
- (3) Carry out any lawful orders, or
- (4) Comply with the requirements of all permits for the Project.

The Engineer may also suspend work for the following:

- (1) Unsuitable weather,
- (2) Conditions unsuitable for prosecution of the Work, or
- (3) Other conditions or reasons deemed to be in the best public, State, Department, or national interest.

### **1501.3 BASIS OF DECISION**

The Engineer will make decisions based on engineering judgment in accordance with the following:

- (1) Facts and inferences,
- (2) Inherent variations of Materials and processes,
- (3) Risks associated with drawing inferences from test results on small samples that may not truly represent the Material or workmanship provided,
- (4) Past experiences relating to the question at issue,

- (5) Regulations, instructions, and guidelines established by the Department to administer the Work, and
- (6) Other factors the Engineer determines to have a bearing on the issue.

The Engineer may require additional tests to provide a statistically sound basis for judgment. The Engineer may accept satisfactory evidence of proper and adequate process control if the end result characteristics cannot be practically measured.

## **1502 PLANS AND WORKING DRAWINGS**

The Department will provide the Plans showing details and directions to provide a comprehensive description of the construction contemplated. The Department will not provide all necessary detail drawings for structures. The Department will include the following information in the Plans:

- (1) Summary of all Contract Items,
- (2) General features,
- (3) Typical cross sections,
- (4) Alignment and grades,
- (5) Structure locations and dimensions,
- (6) Layout diagrams, and
- (7) Special details.

The Department will provide Supplemental Drawings in the form of Standard Plates or Standard Plans separately from the Plans. The Department may include earthwork cross sections and contours with the Plans.

Before performing the Work, the Contractor shall prepare schedules, documents, and Working Drawings necessary to complete the Work, and shall submit to the Engineer for review. The Contractor's Progress Schedule shall anticipate sufficient time, not less than 14 calendar days, for the Engineer to review and comment on the submittal and to allow the Contractor to respond to the Engineer's comment(s) before starting the Work. The Contractor shall provide additional information, including permits, detail drawings, and calculations, as directed by the Engineer to complete the review. The Contractor shall provide submittal copies in the requested number to the Engineer for review and inspection of the work. The Contractor shall not alter the submittals without written consent from the Engineer. After completing the Work, the Contractor shall provide digitally reproducible copies to the Engineer upon request. The Contract Unit Prices for the relevant Contract Items include the cost of preparing and submitting the submittals.

The Engineer's review of the submittals does not relieve the Contractor of responsibility for the following:

- (1) Accuracy of dimensions and details,
- (2) Agreement and conformity with the Contract,
- (3) Successful completion of the Work,
- (4) Proper and safe design,
- (5) Proper and safe construction of the Work, and
- (6) Means and methods of performing the Work.

### **1503 CONFORMITY WITH CONTRACT DOCUMENTS**

The Contractor shall perform all Work, including providing all Materials, in conformance with the requirements of the Contract.

Dimensions and values required by the Contract are target dimensions or values. The Department will allow deviations from these targets within the tolerances required by the Contract. It is the intent of the Contract that the Materials and workmanship shall be uniform in character and shall conform to the target or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the target or middle portion of the tolerance range that are unavoidable for practical reasons. If the Contract requires a maximum or minimum dimension or value, the Contractor shall control the production and processing of Material and the performance of the Work so that the Material or workmanship is not of borderline quality or dimension. If the Contract does not specify a tolerance for a requirement, the Engineer will allow an industry standard tolerance. If the Engineer determines that Materials or workmanship are consistently of borderline quality, the Engineer may direct the Contractor to suspend operations and may declare future Work of borderline quality to be unauthorized work in accordance with 1512, "Unacceptable and Unauthorized Work."

In constructing temporary facilities that do not become a part of the permanent improvement, the Engineer may waive requirements that the Engineer considers unnecessary in fulfilling the intended service or function of the facility. The Engineer may allow alternative designs from those required for temporary construction provided that costs to the Department do not exceed those that the Department would have incurred with the design required by the Contract.

## **1504 COORDINATION OF CONTRACT DOCUMENTS**

A requirement appearing in one of the Contract documents is as binding as though the requirement appears in all. If discrepancies exist between the Contract documents, the following order of precedence applies:

- (1) Addenda,
- (2) Special Provisions,
- (3) Project-Specific Plan Sheets,
- (4) Supplemental Specifications,
- (5) Standard Plan Sheets and Standard Plates,
- (6) Standard Specifications.

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

- (1) Plan dimensions,
- (2) Calculated dimensions,
- (3) Scaled dimensions.

The Department and Contractor shall inform each other as to any defect they discover. Neither the Contractor nor the Engineer shall take advantage of any defect. The Engineer will review the alleged defect to determine if a contract revision is necessary in accordance with 1402, "Contract Revisions." The Engineer will decide all issues concerning a defect.

## **1505 COOPERATION BY CONTRACTORS**

The Department may authorize work by other contractors and agencies within the Project Site during the Contract Time. The Contractor shall cooperate with the Engineer, utility owners, and other contractors concurrently performing work on the Project.

The Contractor shall coordinate work with utility owners for the following:

- (1) Allow removal and rearrangement operations to progress in a reasonable manner,
- (2) Minimize duplication of Work, and
- (3) Avoid unnecessarily interrupting services rendered by those parties.

When performing work of separate contracts within the limits of a project, each contractor shall avoid interfering and hindering the progress or completion of the work being performed by other contractors. Contractors working on the same Project shall cooperate with each other as required by their respective Contracts. Each contractor

shall assume all liability in connection with their Contract and shall hold harmless the Department from all damages and claims arising from any delay, inconvenience, or loss resulting from the presence and operations of other contractors working within the same Project Site.

## **1506 SUPERVISION BY CONTRACTOR**

The Contractor is responsible for the following:

- (1) Keeping a complete set of the Contract documents on the Project while Work is in progress,
- (2) Assuming full responsibility for supervising the Work irrespective of the quantity of Work subcontracted, and
- (3) Facilitating the Work progress and ensuring Project completion as required by the Contract.

At the Preconstruction Conference, the Contractor shall designate in writing a competent Superintendent and a competent individual (if different) for the Project. The competent Superintendent and the competent individual may be the same person, if constantly available in person on the Project and qualified in accordance with the requirements in this section.

The Contractor may change the designated competent Superintendent or designated competent individual during the Project by submitting an authorized change in writing to the Engineer. The Engineer must receive the authorized change in writing before the designated Superintendent or competent individual performs Work on the Project.

### **1506.1 COMPETENT SUPERINTENDENT**

For the duration of the Contract, the Contractor shall act as or provide a competent Superintendent to act on the Contractor's behalf. Ensure availability of the competent Superintendent on the Project within 24 h notice to perform the following:

- (1) Conduct business with the Subcontractors,
- (2) Negotiate and execute Supplemental Agreements,
- (3) Execute the orders and directions of the Engineer without delay, and
- (4) Promptly supply the materials, equipment, tools, labor, and incidentals necessary to complete the Work.

## **1506.2 COMPETENT INDIVIDUAL**

For the duration of the Contract, the Contractor shall provide a competent individual on the Project during the Work who is:

- (1) Authorized and capable to manage, direct, and coordinate the Work in progress,
- (2) Experienced in the type of Work being performed,
- (3) Capable of reading and understanding the Contract, and
- (4) Authorized to receive instructions from the Engineer.

If the Contractor does not employ the competent individual, the Contractor shall authorize the competent individual, in writing, to perform the functions of the competent individual specified in this subsection.

## **1507 UTILITY PROPERTY AND SERVICE**

### **1507.1 GENERAL**

Unless otherwise required by the Contract, the Department will direct the utility owners to relocate or adjust the following within the Project Site at no additional cost to the Contractor:

- (1) Water lines,
- (2) Gas lines,
- (3) Wire lines,
- (4) Service connections,
- (5) Water and gas meter boxes,
- (6) Water and gas valve boxes,
- (7) Light standards,
- (8) Cableways,
- (9) Signals, and
- (10) Other utility appurtenances.

The Department expects utility owners to complete utility relocations and adjustments as indicated in and required by the Contract. The Contractor shall provide adequate notification of the scheduled Work to utility owners adjusting facilities during construction to prevent conflict with the Contractor's schedule of operations.

By submitting a Proposal for the Project as a Bidder, the Contractor has acknowledged that it has considered the following:

- (1) The temporary and permanent utility appurtenances identified in the Contract, and
- (2) The existing location and the designed relocations of the utility appurtenances as shown on the Plans.

If the utility owners fail to relocate or adjust utilities as required by the Contract and the Contractor sustains losses that could not have been avoided by the judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, the Engineer will adjust the Contract in accordance with 1402, "Contract Revisions."

### **1507.2 NOTIFICATION**

The Contractor shall mark the proposed excavation meeting the requirements of the Minnesota State Statute 216D color code. After marking the proposed excavation, the Contractor shall call "Gopher State One Call" at least 48 h before starting excavation operations (excluding Saturdays, Sundays, and Holidays).

### **1507.3 LIABILITY**

If the existence and approximate location of utility property was available to the Contractor before the damage occurred, the Contractor shall reimburse the utility owner for damage to the utility property caused by the Contractor's operations at no additional cost to the Department.

Nothing in these Specifications shall make the Contractor liable for damage to utility property located below the ground surface, in the absence of negligence, if the owner of the property, after reasonable notice from the Contractor, fails to advise the Contractor of its location and approximate depth below the ground surface.

## **1508 CONSTRUCTION STAKES, LINES, AND GRADES**

The Engineer will set construction stakes to establish lines, slopes, elevations, and continuous profile grades for grading, base, and pavement construction to establish the field control for the Project. The Engineer will also set construction stakes to establish location, line, and grade controls for drainage facilities, traffic control and protection devices, and other accessory structures and appurtenances.

For Bridge construction, the Engineer will set stakes to establish the field control and working points as shown on the Bridge layout sheet in the Plans. The Engineer will set at least one bench mark in the vicinity of each Substructure unit for the Contractor's reference when excavating these units. The Engineer will set grade

points for the Substructure and Superstructure forms, and provide beam stool heights as deemed necessary for performance of the Work.

From the field control, the Contractor shall establish other necessary controls, detail dimensions, and measurements required for proper layout and performance of the Work. The Contractor shall assume full responsibility for all measurements made from the stakes and marks established by the Engineer.

The Contractor shall preserve all stakes and marks. If the Contractor carelessly or willfully destroys or disturbs any of the field control stakes or marks, the Engineer will deduct the Department's cost for replacing the damaged stakes or marks from the payment for the Work.

The Department is responsible for the accuracy of lines, slopes, grades, and other engineering work performed by the Department's personnel as specified in this section. The Contractor shall not knowingly take advantage of errors or omissions and shall report any discovered errors or omissions to the Engineer immediately upon discovery.

## **1509 (BLANK)**

### **1510 AUTHORITY AND DUTIES OF THE INSPECTOR**

Inspectors have the authority to do the following:

- (1) Inspect the Work and the preparation, fabrication, or manufacture of Materials;
- (2) Notify the Contractor of non-conforming Work;
- (3) Reject non-conforming materials; and
- (4) Suspend portions of the Work for the following reasons that require a decision by the Engineer:
  - (4.1) Interpretation of requirements in the Contract,
  - (4.2) Use of unapproved material, or
  - (4.3) Safety.

Inspectors do not have authorization to alter or waive requirements of the Contract or to issue instructions contrary to the Contract.

Inspectors do not have an obligation or have authorization to provide direction, superintendence, or guidance to the Contractor, its crews, its Subcontractors, or suppliers to accomplish the Work.

Any action or inaction of the Inspector does not waive the Department's right to pursue any and all legal remedies for defective Work or Work performed by the Contractor in an unworkmanlike manner.

### **1511 INSPECTION OF WORK**

The Engineer may inspect Materials and the Work. Provide the Engineer or the Engineer's representative access to the Work, information, and assistance necessary to conduct a complete inspection. Notify the Engineer at least 24 h before required inspections.

The purpose of Department inspections is to determine whether the Work meets the requirements of the Contract. The Department inspections do not supplement or replace the Contractor's own quality control and do not relieve the Contractor of its responsibility to correct nonconforming Work.

If directed by the Engineer, remove or uncover completed Work to allow inspection. After the Engineer's inspection, restore the Work as required by the Contract. If the inspected Work meets the Contract requirements, the Department will consider the Work to uncover or remove and restore the Work as Extra Work in accordance with 1402, "Contract Revisions." If the inspected Work does not meet the Contract requirements, the Department will not pay for the Work to uncover or remove and restore the Work.

The Department will determine the level of inspection for any item of Work. The Contractor is responsible for the quality of Work and compliance with the Contract requirements regardless of the Department's level of inspection.

The Department will consider any Work performed or Materials used without the required certification, approval, or inspection by the Department as unauthorized Work in accordance with 1512.2, "Unauthorized Work."

The Engineer's failure to reject nonconforming Work or Materials, from lack of discovery of the nonconforming Work or Materials or for any other reason, will not:

- (1) Prevent the Department from rejecting the nonconforming Work or Materials upon later discovery, or
- (2) Obligate the Department to grant final acceptance of the Contract in accordance with 1516.4, "Final Contract Acceptance."

The Department is not responsible for Contractor losses due to necessary removals or repairs of nonconforming Work or Materials.

Inspection of Work may include inspection by representatives of other government agencies, railroad corporations, or utility owners that pay a portion of the cost of the Work. This inspection will not make these other government agencies, railroad corporations, or utility owners a party to the Contract and will not interfere with the rights of the Contractor or Department.

## **1512 UNACCEPTABLE AND UNAUTHORIZED WORK**

### **1512.1 UNACCEPTABLE WORK**

The Department will consider all Work and Materials that do not meet the Contract requirements to be unacceptable.

For unacceptable Work resulting from poor workmanship, use of nonconforming materials, damage through carelessness, or any other cause existing before final acceptance of the Work, the Department will take one of the following actions:

- (1) Require the Contractor to acceptably correct the Work and Materials, immediately upon receipt of written order to do so,
- (2) Allow the work to remain in place at an adjusted Contract Unit Price,
- (3) Decide the extent of acceptance for the Work to remain in place if a Contract Item fails to meet Contract requirements but is adequate to serve the design purpose, and document the basis of acceptance by change order to adjust the Contract Unit Price,
- (4) Require the Contractor to remove and replace the unacceptable Work, or
- (5) Require the Contractor to remove and replace the unacceptable Work, or correct the work, at no additional cost to the Department if a Contract Item does not meet specified requirements and results in Work that does not serve the design purpose.

### **1512.2 UNAUTHORIZED WORK**

The Department will consider Work performed contrary to the direction of the Engineer, or any work performed beyond that specified in the Contract or directed by the Engineer to be unauthorized.

The Department may consider the following as unauthorized Work:

- (1) Work performed before the Engineer provides lines or grades or required inspections of Materials,
- (2) Work performed before the Department's approval of the Contract as required by law,

- (3) Extra Work performed before Engineer approval of a Supplemental Agreement, and
- (4) Minor Extra Work performed before the Engineer has issued a Work Order/Minor Extra Work.

The Contractor shall remove unauthorized Work upon receipt of a written order to do so, at no additional cost to the Department.

The Department may pay for unauthorized Work only if the Engineer determines the work to be acceptable, and one of the following authorizes the Work:

- (1) The Contract,
- (2) A Supplemental Agreement, or
- (3) Work Order/Minor Extra Work.

### **1512.3 NON-COMPLIANCE**

If the Contractor fails to comply immediately with any order issued by the Engineer in accordance with the requirements in this section, the Engineer may direct the following and deduct the costs from moneys due or becoming due to the Contractor under the Contract or any other contract with the Department:

- (1) The correction or removal and replacement of unacceptable Work and
- (2) The removal of unauthorized Work.

### **1513 RESTRICTIONS ON MOVEMENT AND STORAGE OF HEAVY LOADS AND EQUIPMENT**

The Contractor shall haul Materials and move and store equipment in accordance with the Highway Traffic Regulation Act and applicable provisions of Minnesota Rules when using public Roads or completed Structures, base courses, and pavements within the Project that are open to traffic and becoming a part of the permanent improvement.

The Contractor shall comply with legal load restrictions and with special restrictions required by the Contract when hauling or storing Materials and moving or storing equipment on Structures, completed Subgrades, base courses, and pavements within the Project, under construction or completed but not yet open to traffic.

The Contractor shall complete and place a cab card in each vehicle used for hauling bituminous mixture, aggregate, batch concrete, and grading material (including borrow and excess) before starting work. This cab card shall identify the truck or tractor and trailer by Minnesota or prorated license number and shall contain

the tare, maximum allowable legal gross mass, supporting information, and the signature of the owner. The Contractor shall make the card available to the Engineer upon request. The Contract Unit Prices include Contractor-related costs in providing, verifying, and spot checking the cab card information, including weighing empty and loaded trucks on certified commercial scales.

The Contractor shall not operate equipment mounted on crawler tracks or steel-tired wheels on or across concrete or bituminous surfaces unless otherwise approved by the Engineer. The Contract requirements may impose special restrictions on speed, load distribution, surface protection, and other precautions.

When construction operations require crossing an existing pavement, Bridges, or completed portions of the Pavement Structure with otherwise prohibited equipment or loads, the Contractor shall use Department-approved methods of load distribution or bridging at no additional cost to the Department.

The Contractor will not be relieved of liability for damages resulting from the operation and movement of construction equipment because of the issuance of a special permit, or by adherence to any other restrictions imposed.

Unless otherwise required by the Contract or approved by the Engineer, the Contractor shall temporarily store or park construction Materials and equipment on a Bridge deck during Bridge construction in accordance with the limits of this section, established to reflect typical design live loads. The Contractor shall store Materials and equipment limited as follows:

- (1) No stockpiles weighing greater than 65,000 lb per 1,000 ft<sup>2</sup> [31,702 kg per 100 m<sup>2</sup>],
- (2) No individual stockpiles of Materials (including pallets of products, reinforcing bar bundles, and aggregate piles) weighing greater than 25,000 lb per 100 ft<sup>2</sup> [12,200 kg per 10 m<sup>2</sup>], or
- (3) No single vehicle or equipment exceeding 80,000 lb [36,300 kg], and no combination of more than 200,000 lb [90,700 kg] of vehicles, Materials, and other equipment per span with lengths greater than 40 ft [12.2 m].

The Contractor may submit alternate loadings with calculations certified by a Professional Engineer to the Engineer within 30 calendar days before placement of load.

## **1514 MAINTENANCE DURING CONSTRUCTION**

The Contractor shall maintain the Project and the Work until accepted by the Department in accordance with 1404.7, "Winter Suspension," 1516, "Acceptance," or

1715, "Opening Sections of the Project to Traffic Before Completion of the Project." Maintain previously constructed Work when the Contract requires placing Materials on or the use of previously constructed Subgrade, base course, pavement, or Structure.

The Contractor shall continuously maintain Roadways and Structures during construction in a satisfactory condition. Except for compensable work as specified by the Department, the Contractor shall maintain the work during construction and until final acceptance of the Project in accordance with 1516.2, "Project Acceptance," at no additional cost to the Department.

The Engineer will notify the Contractor, in writing, of maintenance deficiencies. If the Contractor fails to correct the deficiencies within 24 h after receipt of written notice, the Department may immediately proceed to maintain the Work and deduct the cost of maintenance from money due or becoming due to the Contractor under the Contract or any other contract with the Department.

### **1515 CONTROL OF HAUL ROADS**

Haul Roads are those public Roads (other than trunk Highways) that the Contractor may use for the purposes specified in 2051.2, "Maintenance and Restoration of Haul Roads, Definitions."

Haul Roads do not include a connection between a natural material source and a public Road. The Contractor must secure the Rights Of Way for, construct, and maintain such connections between a material source and a public Road, without compensation from the Department other than payment received for the Contract Items.

The Department may, but is not required to, designate haul Roads in accordance with Minnesota Statutes §161.25. If the Department has made a written designation of a haul Road, then the Department will have jurisdiction over the public Roads and Streets included in such designation. The requirements of 2051, "Maintenance and Restoration of Haul Roads," will govern the maintenance and restoration of such haul Roads.

If the Department has not made a written designation of a haul Road, then the Contractor will be responsible for the following:

- (1) Arranging for the use of Roads not under the jurisdiction of the Department,
- (2) Performing any maintenance and restoration as required by the applicable Road authority as a condition of use of such Road as a haul Road, and
- (3) Paying any fees, charges, or damages assessed by the applicable Road authority as a condition of using such Road as a haul Road.

All actions and costs with respect to non-designated haul Roads will be without compensation from the Department, other than payment received for the Contract Items.

In preparing its Proposal, the Contractor is not entitled to assume that the Department will designate a haul Road, or that the haul Road designated will be the most convenient and direct route or not subject to reduced weight limits. The Department's failure to designate a haul Road, or the designation of a haul Road not using the most direct route, or the designation of a haul Road which has reduced weight limits, will not constitute a valid claim under 1517, "Claims for Compensation Adjustment."

## **1516 ACCEPTANCE**

### **1516.1 PARTIAL ACCEPTANCE**

After completing a substantial and discrete portion of Work, the Contractor may request the Engineer to inspect that portion. If the Engineer determines that the portion of the Work is complete in accordance with the Contract requirements, the Engineer may partially accept the completed portion in writing. Partial acceptance relieves the Contractor of further responsibility for maintenance of that portion of Work, but does not invalidate or alter the terms of the Contract.

### **1516.2 PROJECT ACCEPTANCE**

After completing the Work, the Contractor shall notify the Engineer and request a final inspection. If the Engineer determines that the Project is complete, the inspection will constitute the final inspection and the Engineer will provide written notice of Project acceptance effective on the date of the final inspection. The notice of Project acceptance relieves the Contractor of further responsibility for the Work.

If the Engineer finds unacceptable or incomplete Work, the Contractor shall immediately correct the deficiencies as directed by the Engineer. After correcting the deficiencies, the Contractor shall again request a final inspection.

Acceptance of the Project does not relieve the Contractor of financial liabilities imposed on the Contractor by statute and does not constitute final acceptance of the Contract.

### **1516.3 COMPLETION OF THE WORK**

The Department will consider the Work in all things completed when the Contractor has completed and submitted required documents, certifications, and affidavits including, but not limited to, the following:

- (1) MN IC-134 Withholding Affidavit, approved by Minnesota Department of Revenue, demonstrating compliance with MN § 290.92,
- (2) Material certifications and warranties,
- (3) Proof that known outstanding prevailing wage complaints have been resolved as approved by the Department,
- (4) Contractor Payment forms and Total Payment Affidavits, if applicable,
- (5) Credit payment, if applicable,
- (6) Termination of NPDES permit, if applicable, and
- (7) All other forms required by the Contract.

### **1516.4 FINAL CONTRACT ACCEPTANCE**

The Department will make final Contract acceptance when the following occur:

- (1) The Work has been in all things completed to the satisfaction of the Department,
- (2) All parties execute the Certificate of Final Acceptance, and
- (3) The Department submits final payment to the Contractor.

The Department may approve the release of the Sureties before the final Contract acceptance.

## **1517 CLAIMS FOR COMPENSATION ADJUSTMENT**

The Contractor shall not file a claim until the Contractor has exhausted the requirements of 1402, "Contract Revisions," and 1403, "Notification for Contract Revisions." The Contractor is not entitled to compensation or time extensions for disputed work under this section (1517) unless the compensation or time extension is required or provided for elsewhere in the Contract.

### **1517.1 NOTIFICATION**

The Contractor shall notify the Engineer in writing of any intent to file a claim for compensation or time extension. The Contractor shall not be entitled to compensation or a time extension if:

- (1) The Contractor fails to notify the Department.

- (2) The Contractor's actions or inactions prevent the Department from keeping strict account of the impacts and costs of the disputed work.
- (3) The Contractor's actions or inactions prevent the Department from mitigating the impacts and costs of the disputed work.

## **1517.2 CLAIM SUBMITTALS**

### **A Entitlement**

The Department requires that the Contractor establish entitlement for all claims before the Department will consider impact and cost. The Contractor shall submit the following to the Department as a minimum to determine entitlement:

- (1) A detailed factual statement of the claim providing a description of the claim issues and all relevant facts, including the events, dates, locations, and a description of what Work was affected and how this Work was affected by the claim.
- (2) A narrative that identifies all of the specific Contract provisions that support the claim, why they support the claim, and how the details of the factual statement in item (1) above establish entitlement based on the referenced Contract provisions.
- (3) All pertinent documents, electronic files, and the substance of any oral communications related to the information provided in item (1) and (2) above.

### **B Impact and Cost**

If the Department determines that the Contractor has established entitlement, the Contractor shall submit the following to the Department as a minimum to determine impact and cost:

- (1) If a delay is alleged, submit a narrative, all documentation (including applicable project schedules substantiating the delay), and a schedule analysis in accordance with 1806.1, "Determination and Extension of Contract Time, General."

(2) If additional costs are alleged, submit a narrative and all documentation that substantiates the claimed costs. The Contractor shall submit cost documentation for the claim submittal in a format that allows the Department to perform an audit under the authority of 1721, "Audits."

The Contractor may not submit a claim that fails to establish the causal link between the Department's responsibility and the Contractor's impacts and costs.

**1517.3 REQUIRED CERTIFICATION OF CLAIMS**

The Contractor shall certify the claim attesting to the following:

- (1) The claim is made in good faith, based on documented fact and the value is not overstated.
- (2) Supportive data is true, accurate, and complete to the Contractor's best knowledge and belief.
- (3) The claim value is not based on a total cost calculation.

In complying with this requirement, the Contractor's claim submittal shall include the following fully executed certification:

Under the penalty of law for perjury or falsification, the undersigned,

\_\_\_\_\_,  
(Name)

\_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this Contract is a true statement of the costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Dated \_\_\_\_\_/s/\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My commission Expires \_\_\_\_\_

**1517.4 REVIEW OF CLAIM SUBMITTALS**

All claim submittals filed will be subject to review by the Department at any time following the filing of the claim submittal. The Contractor and Department shall exhaust the claim process reflected in this section (1517) before seeking compensation

or extension of the Contract Time by filing an action in the courts of this State. The Contractor, Subcontractor(s), or Supplier(s) shall cooperate with the Department and shall provide the Department access to the following documents, at a minimum:

- (1) Daily time sheets and foreman's daily reports.
- (2) Union agreements, if any.
- (3) Subcontracts.
- (4) Insurance, welfare, and benefits records.
- (5) Payroll register.
- (6) Earnings records.
- (7) Payroll tax returns.
- (8) Material invoices, purchase orders, and all material and supply requisition contracts.
- (9) Material cost distribution worksheets.
- (10) Equipment records (usage reports, list of company equipment, rates, etc.).
- (11) Vendor rental agreements, and Subcontractor invoices.
- (12) Subcontractor payment certificates.
- (13) Canceled checks (payroll and vendors).
- (14) Job cost report.
- (15) Job payroll ledger.
- (16) General ledger, general journal, and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
- (17) Cash disbursements journal.
- (18) Financial statements for all years reflecting the operations on this Project.
- (19) Income tax returns whether such records are maintained by the company involved, its accountant, or others.
- (20) Depreciation records on all company equipment.
- (21) All other documents used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment.
- (22) All documents that reflect the Contractor's actual profit and overhead during the time the Project was being performed and for each of the five years before the commencement of this Project.
- (23) All documents related to the preparation of the Contractor's Proposal including the final calculations on which the Proposal was based, unless the documents are placed in escrow as a provision of the Contract.
- (24) Worksheets used to prepare the claim submittal, establishing the cost components of the claim, including, but not limited to, labor, benefits and insurance, Materials, equipment, Subcontractors, and all documents that establish the time periods, individuals involved, the hours and the rates for the individuals.