

## ARTICLE 7. PROSECUTION OF THE WORK

### Section 7.01. Beginning Work.

The return of the executed contract, together with the prescribed bonds and certification of insurance, and when required, advance on incidental expenses and acquisitions, shall constitute authority for the Contractor to enter upon the Project Site and to begin operations. Should the Contractor start work in advance of receiving notice that the Contract has been executed by the City, any work performed by the Contractor shall be at the Contractor's own risk.

The pre-construction conference must be conducted before any work shall commence.

Should the Contractor desire to begin work prior to the execution of the Contract, the Contractor shall furnish to the City insurance certificates covering said operations in the type and amount set forth in the Contract Documents.

The Contractor shall give the City at least five (5) Working Days' notice of its intention to start work, specifying the time, date and location at which the Contractor intends to begin.

The counting of Working or Calendar Days shall begin ten (10) Calendar Days from the date the Contractor receives the Notice to Proceed. The Notice to Proceed will be sent by certified mail or hand delivered to the Contractor. In no event shall there be a period of time greater than thirty (30) Calendar Days from the time the Contract forms are first received by the Contractor and the commencement of the Contract Time, regardless of the receipt or lack thereof of signed documents or completion or lack thereof of provisions regarding required bonds and certificates.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

### Section 7.02. Pre-Construction Conference and Progress Meetings.

Prior to beginning work a pre-construction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this pre-construction 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 City 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 City, 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.

1  
2 Section 7.03. Initial Contract Schedule.

3 No later than seven (7) Calendar Days after receiving Notice to Proceed, the Contractor shall  
4 furnish to the Owner's Representative one hard copy and one copy in electronic format (CD or 3-  
5 1/2" Windows-format floppy disk) of an Initial Contract Schedule.

6  
7 The Initial Contract Schedule shall be based on and incorporate the Contract Milestone and  
8 Completion Dates specified in the Contract Documents.

9  
10 The Initial Contract Schedule shall indicate the detailed plan for the work to be completed in the  
11 first ninety (90) days of the Contract; details of planned mobilization of plant and equipment;  
12 sequence of early operations; and procurement of materials and equipment. Work beyond ninety  
13 (90) days shall be shown in summary form.

14  
15 A. The Initial Contract Schedule shall be a time-scaled Critical Path Method (CPM) type  
16 schedule, prepared in Microsoft Project or Primavera software, or equal software subject  
17 to City acceptance.

18  
19 B. Overall time of completion and time of completion for each milestone shown on the  
20 Initial Contract Schedule shall adhere to the times in the Special Provisions, unless an  
21 earlier (advanced) initial time of completion is requested by Contractor and agreed to by  
22 the Owner's Representative. Any such agreement shall be formalized by a Change Order.

23  
24 The Owner's Representative will review the Initial Contract Schedule for conformance with the  
25 requirements of the Contract and will return the Initial Contract Schedule with comments within  
26 seven (7) Calendar Days after receiving it from Contractor.

27  
28 Section 7.04. Contract Schedule Development.

29 Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a  
30 detailed Proposed Contract Schedule presenting an orderly and realistic plan for completion of  
31 the Work, in conformance with the requirements of this specification. The Proposed Contract  
32 Schedule shall be in hard copy and electronic format (CD or 3-1/2" Windows-format floppy disk).

33  
34 The Contract Schedule shall furnish or comply with the following requirements:

35  
36 A. A time scaled CPM type schedule, prepared in Microsoft Project or Primavera software,  
37 or equal software subject to City acceptance.

38  
39 B. No activity on the schedule shall have a duration longer than fourteen (14) Working  
40 Days, with the exception of fabrication and procurement activities, unless otherwise  
41 approved by the City. Activity durations shall be the total number of actual days required  
42 to perform that activity including consideration of weather impact on completion of that  
43 activity.

44  
45 C. Procurement of major equipment, through receipt and inspection at the job site,  
46 identified as a separate activity.

- 1  
2 D. Owner furnished materials and equipment if any, identified as separate activities.  
3 E. Dependencies (or relationships) between activities.  
4  
5 F. Processing/approval of submittals and shop drawings for major equipment. Activities  
6 that are dependent on submittal acceptance and/or material delivery shall not be  
7 scheduled to start earlier than the expected acceptance or delivery dates.  
8  
9 G. Separate buildings and other independent project elements shall be individually  
10 identified in the network.  
11  
12 H. Fourteen (14) Working Days for developing punch list(s), completion of punch list  
13 items, and final clean up for the work or any designated portion thereof. No other activities  
14 shall be scheduled during this period.  
15  
16 I. Interface with the work of other Contractors (or entities).  
17

18 Each activity shown on the Contract Schedule shall have the following minimum information:  
19

- 20 • Unique number(s) for each activity  
21 • Activity description  
22 • Activity relationships and dependencies (logic)  
23 • Activity duration in Working Days  
24 • Early start, early finish, late start, late finish dates (calendar date, i.e., day, month,  
25 year)  
26 • Total float, free float  
27 • For completed activities: actual start dates, actual finish dates, duration, and logic  
28 • Interim milestone dates and completion dates  
29 • Detailed list of work contained within each activity  
30 • Manpower loading for each item of work for unit price contracts  
31 • Cost loading for each item of work for lump sum contracts  
32

33 The Owner's Representative will review the Proposed Contract Schedule for conformance with  
34 the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve  
35 the Contract Schedule or will return it with comments. If the Proposed Contract Schedule is not  
36 approved, the Contractor shall revise the schedule to incorporate comments and resubmit the  
37 schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule  
38 shall become the Contract Schedule.  
39

40 The Contract Schedule shall be the basis for evaluating job progress, payment requests, and  
41 time extension requests. The responsibility for developing the Contract Schedule and monitoring  
42 actual progress as compared to the schedule rests with the Contractor.  
43

44 Failure of the Contract Schedule to include any element of the work or any inaccuracy in the  
45 Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work  
46 in accordance with the Contract.

1  
2 Approval of the Contract Schedule will not relieve the Contractor of the responsibility for  
3 accomplishing the Work in accordance with the Contract and the Contract Time.

4 Failure to obtain the approved Contract Schedule within forty (40) Calendar Days of the Notice  
5 to Proceed may result in the City withholding each progress payment until an approved Contract  
6 Schedule is obtained.

7  
8 Section 7.05. Monthly Updates.

9 Contractor shall submit to the Owner's Representative each month with its payment application  
10 an electronic and hard copy up-to-date status report of the Work. The status report shall include:

11  
12 A. Contractor's estimated percentage complete and remaining duration for each activity  
13 not yet complete.

14  
15 B. Actual start/finish dates for activities as appropriate.

16  
17 C. Identification of processing errors, if any on the previous update reports.

18  
19 D. Revisions, if any, to the assumed activity durations including revisions for weather  
20 impact for any activities due to the effect of the previous update on the schedule.

21  
22 E. Identification of activities that are affected by requested or proposed changes to the  
23 Work.

24  
25 F. Resolution of conflict between actual work progress and schedule logic. When out of  
26 sequence activities develop in the Contract Schedule because of actual construction  
27 progress, the Contractor shall submit revisions to schedule logic to conform to current  
28 status and direction.

29  
30 The Owner's Representative will review the updated information and meet with Contractor each  
31 month at the Site to determine the status of the Work. If agreement cannot be reached on any  
32 issue, the Contractor will use the Owner's Representative's determination in the processing of  
33 the update.

34  
35 Progress payments pursuant to the Contract will be based on the update of the Contract  
36 Schedule. No progress payments will be made without the required monthly update of the  
37 Contract Schedule.

38  
39 Section 7.06. Schedule Revisions.

40 If the sequence of construction differs significantly, as determined by the Owner's  
41 Representative, from the Contract Schedule, Contractor shall submit within fifteen (15) Calendar  
42 Days a revised schedule to the Owner's Representative for approval.

43  
44 When a requested or proposed change to the Work will have an impact on the critical path, the  
45 Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed  
46 change is accepted by the City, the schedule fragnet shall be incorporated into the Contract

1 Schedule. Time extensions will be considered only to the extent there is insufficient remaining float  
2 to accommodate these changes, and pursuant to this Article 7 of these General Conditions. No  
3 additional cost beyond that provided in Article 9 will be allowed for the incorporation of approved  
4 changes into the Contract Schedule.

5 Should the Contractor, after approval of the Contract Schedule, intend to change its plan of  
6 construction, it shall submit its requested revisions to the Owner's Representative, along with a  
7 written statement of the revision, including a description of the logic for rescheduling the work,  
8 methods of maintaining adherence to Intermediate milestones and other specific dates and the  
9 reasons for the revisions. If the requested changes are acceptable to the Owner's  
10 Representative, they will be incorporated into the Contract Schedule in the next reporting period.

11  
12 Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of  
13 submission of update information. The City will have seven (7) Calendar Days to review the  
14 revisions.

15  
16 Section 7.07. Short Interval Schedules.

17 Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of  
18 Work. The SIS shall include all current activities and projected activities for the succeeding two (2)  
19 weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS  
20 shall be submitted to the Owner's Representative prior to the weekly construction meeting. The  
21 Contractor shall participate in short interval scheduling coordination during the weekly construction  
22 meetings.

23  
24 Section 7.08. Owner's Right to Revise Schedule.

25 In the event of a delay affecting the occupancy date of the Project and not the fault of the  
26 Contractor, the Owner's Representative may elect to resequence work or otherwise modify the  
27 schedule in an attempt to maintain the Date of Completion. It shall be the responsibility of the  
28 Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the  
29 ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum  
30 will be made for minor variations in crew size or claimed loss of efficiency or disruption that result  
31 from schedule adjustments. However, overtime work or weekend work required by the Owner's  
32 Representative to meet schedule objectives other than those of the individual contractor will be  
33 reimbursed per the provisions of Article 9, provided that Contractor has not contributed to the  
34 delay which the Owner's Representative is seeking to overcome. If the Contractor contends that a  
35 schedule adjustment will cause a significant disruption of its work sequence or ability to perform  
36 work efficiently, it shall notify the Owner's Representative within forty-eight (48) hours of receipt of  
37 the adjustment. Failure to provide timely notice constitutes a waiver by Contractor of any claim for  
38 compensation arising out of the schedule adjustment.

39  
40 Section 7.09. Time of Essence.

41 Time is of the essence of this agreement. The Contractor shall, to the fullest extent possible, carry  
42 on the various classes or parts of the Work concurrently, and shall not defer construction of any  
43 portion of the Work in favor of any other portion of the Work, without the express approval of the  
44 Owner's Representative.

45  
46 Section 7.10. Date of Completion.

1 The Contractor shall fully and satisfactorily complete the Work within the Contract Time. The Date  
2 of Completion is defined in Article I.

3  
4  
5  
6 Section 7.11. No Right to Early Completion.

7 Any intent or plan on the part of the Contractor to complete the Work earlier than the Contract  
8 Time shall be at the Contractor's sole risk. Absent a Change Order signed by the City, the  
9 Contractor shall not be entitled to any additional compensation of any kind, including, without  
10 limitation, extended overhead, based on a claim that it intended to complete the Work earlier than  
11 the Contract Time but that it was unable to so complete early, regardless of the cause of the  
12 Contractor's failure to complete the Work earlier than the Contract Time.

13  
14 Section 7.12. Responsibility for Completion.

15 The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall  
16 work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be  
17 necessary to insure the prosecution and completion of the Work in accordance with the Contract  
18 Time. If work on the critical path is seven (7) days or more behind the currently updated Contract  
19 Schedule and it becomes apparent that the Work will not be completed within the Contract Time,  
20 the Contractor will implement whatever steps it deems necessary to make up all lost time at no  
21 additional cost to the City. If the Contractor's solution is not successful, it will make further  
22 attempts using the following sequence of events:

23  
24 A. Reschedule activities to achieve maximum practical concurrence of accomplishment of  
25 activities.

26  
27 B. If the above cannot be achieved then;

- 28  
29 1. The Contractor shall increase manpower in such quantities and crafts as will  
30 substantially eliminate, in the judgment of the City, the backlog of work; or  
31 increase the number of working hours, shifts per working day, working days per  
32 week or the amount of equipment or any combination of the foregoing sufficiently  
33 to substantially eliminate in the judgment of the City the backlog of work.  
34  
35 2. In addition, the City may require the Contractor to submit a recovery schedule  
36 demonstrating its program and proposed plan to make up a lag in scheduled  
37 progress and to ensure completion of the Work within the Contract Time. If the  
38 City finds the proposed recovery schedule unacceptable, it may require the  
39 Contractor to submit a new plan. If the actions taken by the Contractor or the  
40 second plan proposed are unsatisfactory, the City may require the Contractor to  
41 take any of the actions set forth in the previous paragraph without additional cost  
42 to the City to make up the lag in scheduled progress.

43  
44 Failure of the Contractor to comply with the requirements of this Section shall be considered  
45 grounds for a determination by the City, pursuant to Article 5, Section 5.25, that the Contractor is

1 failing to prosecute the Work with such diligence as will ensure its completion within the time  
2 specified.

3  
4 Section 7.13. Daily Reports.

5 The Contractor shall submit a Daily Activity Report to the Owner's Representative for each  
6 workday including weekends and holidays, when worked. The Daily Activity Report shall  
7 indicate, at a minimum, the Subcontractors on Site, the number of people on site for each trade,  
8 the weather conditions, the number of hours worked, the activities performed, any problems  
9 encountered, and any other information relevant to the work performed on each day.

10  
11 Section 7.14. Payments Withheld.

12 Progress Payments may be withheld in whole or in part should the Contractor fail to comply with  
13 the requirements of this Article.

14  
15 Section 7.15. Extensions of Time; Unavoidable Delays.

16 The Contractor shall not be granted an extension of time except on the issuance of a Change  
17 Order by the City, upon a finding of good cause for such extension.

18  
19 A. As used herein, the following terms shall have the following meanings:

- 20  
21 1. "Excusable Delay" means any delay in completion of the Work beyond the  
22 expiration of the Contract Time caused by conditions beyond the control and  
23 without the fault or negligence of the Contractor. These events may include  
24 strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy  
25 and inclement weather conditions in which the Owner's Representative and  
26 Project Inspector agree that work on the critical path cannot continue. The  
27 financial inability of the Contractor or any Subcontractor or supplier and any  
28 default of any Subcontractor, without limitation, shall not be deemed conditions  
29 beyond the Contractor's control. An Excusable Delay may entitle the Contractor  
30 to an extension of the Contract Time, in accordance with this Section, but shall  
31 not entitle the Contractor to any adjustment of the Contract Sum.  
32  
33 2. "Compensable Delay" means any delay in the completion of the Work beyond the  
34 expiration date of the Contract Time caused solely by the wrongful acts of the  
35 City and which delay is unreasonable under the circumstances and not within the  
36 contemplation of the parties. A Compensable Delay may entitle the Contractor to  
37 an extension of the Contract Time, in accordance with this Section and/or an  
38 adjustment of the Contract Sum. Except as provided herein, the Contractor shall  
39 have no claim for damage or compensation for any delay, interruption,  
40 hindrance, or disruption.  
41  
42 3. "Inexcusable Delay" means any delay in completion of the Work beyond the  
43 expiration of the Contract Time resulting from causes other than those listed in  
44 Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the  
45 Contractor to an extension of the Contract Time or an adjustment of the Contract  
46 Sum.

1  
2 B. The Contractor may make a claim for an extension of the Contract Time, for an  
3 Excusable Delay or a Compensable Delay, subject to the following:  
4

- 5 1. If an Excusable Delay and a Compensable Delay occur concurrently, the  
6 maximum extension of the Contract Time shall be the number of days from the  
7 commencement of the first delay to the cessation of the delay which ends last.  
8 Any adjustment of the Contract Sum shall be in accordance with Article 9 and  
9 shall be based only on the non-concurrent portion of any Compensable Delay.  
10  
11 2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay  
12 and/or a Compensable Delay, the maximum extension of the Contract Time shall  
13 be the number of days, if any, by which the duration of the Excusable Delay  
14 and/or the Compensable Delay calculated in accordance with subparagraph B1,  
15 if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is  
16 non-compensable.  
17

18 Delays in the prosecution of parts or classes of the Work which do not prevent or delay the  
19 completion of the whole Work within the Contract Time are not to be considered Excusable or  
20 Compensable.  
21

22 Float or slack time is the amount of time between the earliest start date and the latest start date or  
23 between the earliest finish date and the latest finish date of activities on the Contract Schedule.  
24 No time extensions or delay costs will be allowed for delays caused by the City on paths of  
25 activities containing float, providing such delay does not exceed the float time per the latest  
26 updated version of the approved Contract Schedule.  
27

28 Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event  
29 immediately upon the occurrence of any delay which the Contractor regards as good cause for an  
30 extension, the Contractor shall notify the Owner's Representative in writing of the delay. The  
31 notice shall specify with detail the cause asserted by the Contractor to constitute good cause for  
32 an extension together with a detailed schedule analysis showing the effect of the delay on the  
33 critical path of the Contract Schedule and a quantification of the length of the requested extension  
34 of time. Failure of the Contractor to submit such a notice within seven (7) Calendar Days after the  
35 initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of  
36 any request for extension, and no extension shall be granted as a consequence of such delay.  
37

38 The City shall have no obligation to consider any time extension request unless the Contractor has  
39 complied with the requirements of the Contract Documents, including, without limitation, giving the  
40 required seven (7) days' notice and submitting the detailed supporting schedule analysis. The  
41 City shall not be responsible or liable to the Contractor for any constructive acceleration due to  
42 failure of the City to grant time extensions under the Contract Documents, should the Contractor  
43 fail to comply with the submission and justification requirements of the Contract Documents for  
44 time extension requests. The Contractor's failure to perform in accordance with the Contract  
45 Schedule shall not be excused because the Contractor has submitted time extension requests,  
46 unless and until such requests are approved by the City.



1  
2 Upon receipt of a request for extension, the Owner's Representative shall conduct an investigation  
3 of the facts asserted by the Contractor to constitute good cause for an extension. The Owner's  
4 Representative shall report the results of this investigation, as well as the propriety of the time  
5 extension requested, to the Contractor in writing within ten (10) Calendar Days of receipt of the  
6 request and shall indicate whether it will recommend for or against the extension.  
7 Upon receiving the Owner's Representative's recommendation, the Contractor may either concur  
8 in the recommendation, or reject the recommendation and proceed with a notice of potential claim  
9 and claim as provided for in Article 9.

10  
11 Section 7.16. Discretionary Time Extensions for Best Interest of the City.

12 The City reserves the right to extend the time for completion of the Work if the City determines that  
13 such extension is in the best interest of the City. In the event that a discretionary extension is  
14 granted at the request of the Contractor, the City shall have the right to charge to the Contractor all  
15 or any part, as the City may deem proper, of the actual cost of construction management,  
16 engineering, inspection, supervision, incidental and other overhead expenses that accrue during  
17 the period of the extension, and to deduct all or any portion of that amount from the final payment  
18 for the Work.

19  
20 In the event a discretionary time extension is ordered over the objection of the Contractor, and the  
21 decision rests solely with the City and is not legally compelled for any cause, the Contractor shall  
22 be entitled to a contract change pursuant to Article 9 adjusting the price paid to reflect the actual  
23 costs incurred by the Contractor as a direct result of the delay, upon its written application therefor,  
24 accompanied with such verification of costs as the Owner's Representative requires. The decision  
25 of the City on any discretionary time extension and the costs thereof shall be final and binding.

26  
27 Section 7.17. Temporary Suspension or Delay of Work.

28 The City has the authority to suspend or delay the Work, wholly or in part, for any period the City  
29 deems necessary. The Contractor shall immediately comply with the City's written order to  
30 suspend or delay the Work. The suspended or delayed work shall be resumed only when  
31 conditions are favorable or methods are corrected, as ordered or approved in writing by the City.  
32 Public safety and convenience must be maintained throughout the suspension or delay in  
33 accordance with the Contract Documents.

34  
35 Delays due to suspension of work shall be classified as Excusable or Inexcusable Delays. Such  
36 suspension shall not relieve the Contractor of the Contractor's responsibilities as described in  
37 the Contract Documents.

38  
39 Section 7.18. Suspensions Exceeding One Year.

40 Should the Work be suspended for a period exceeding one calendar year due to war conditions,  
41 labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility  
42 of performance, the Contractor and City agree to enter into an agreement terminating the  
43 agreement upon the following terms and conditions.

44  
45 The City shall be responsible only to pay the Contractor the actual value of the work performed  
46 from the Date of Commencement or from the date of the last progress payment, whichever is

1 later, plus the ten percent (10%) retention from prior progress payments, less any deductions  
2 authorized by the Contract Documents.

3  
4 As between the Contractor and the City, it shall be conclusively presumed that the actual value for  
5 the Contractor's work to the date of the last progress payment is no more than the actual amount  
6 of prior progress payment plus the ten percent (10%) retention from those progress payments;  
7 provided, however, that this Section shall not preclude the City from deducting charges for work or  
8 materials which do not meet the requirements of the Contract Documents.

9  
10 Section 7.19. Liquidated Damages.

11 If the Work is not completed by the Contractor in the time specified in the Contract Documents, or  
12 within any period of extension authorized pursuant to this Article, the Contractor acknowledges  
13 and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the  
14 amount of actual damages. Therefore, it is agreed by and between the Contractor and the City  
15 that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the  
16 sum specified in the Contract Documents for each Calendar Day of delay until the Date of  
17 Completion, and that both the Contractor and the Contractor's surety shall be liable for the total  
18 amount thereof, and that the City may deduct Liquidated Damages from any monies due or that  
19 may become due to the Contractor. If it appears during the course of construction that the  
20 Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated  
21 damages begin to accrue prior to the time for final payment, the amount accrued shall be withheld  
22 from any progress payment that would otherwise be due. This right to withhold funds is intended  
23 to complement the City's other rights under the Contract Documents.

24  
25 This liquidated damages provision shall apply to all delays of any nature whatsoever, save and  
26 except only delays found to be excusable or compensable pursuant to this Article, or time  
27 extensions granted by the City.

28  
29 Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated  
30 damages for delay in completing the project caused by the failure of the City or the owner of utility  
31 facilities located on the Project Site to provide for removal or relocation of such facilities.

32  
33 Payment by the City of any progress payments after expiration of the Contract Time shall not  
34 constitute a waiver by the City of its right to claim liquidated damages in accordance with this  
35 Section.

36  
37 If the Contract is terminated after the Contract Time, as adjusted by any extensions of time that the  
38 City may have granted, the Contractor shall remain liable to the City for liquidated damages for all  
39 periods of time from such termination date until the Date of Completion.

40  
41 Section 7.20. Extension of Time Not a Waiver.

42 Any extension of time granted the Contractor pursuant to this Article shall not constitute a waiver  
43 by the City of, nor a release of the Contractor from the Contractor's obligation to perform this  
44 Contract in the Contract Time, as modified by the particular extension in question.

1 The City's decision to grant a time extension due to one circumstance set forth in one request,  
2 shall not be construed as a grant of an extension for any other circumstance or the same  
3 circumstance occurring at some other time, and shall not be viewed by the Contractor as a  
4 precedent for any other request for extension.

5  
6 Section 7.21. Pursuance of Work During Inclement Weather.

7 During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall  
8 pursue only such portions of the Work that will not be damaged by the weather or unfavorable  
9 conditions. When the weather or unfavorable conditions create hazardous travel or working  
10 conditions, as determined by the City, the Contractor may be directed to stop that portion of the  
11 Work, in accordance with Section 7.17 until the weather clears or the conditions are no longer  
12 unfavorable.

13  
14 The Contractor must keep roads safe and inspect and maintain storm water pollution prevention  
15 and erosion control devices during inclement weather or unfavorable conditions. Lane and road  
16 closures may not be allowed if the City determines that the traffic controls will create  
17 unnecessary risk to the traveling public, the Contractor, and/or City employees.

18  
19 Section 7.22. Effect of Stop Work Notice.

20 If the City orders a suspension of the Work pursuant to Article 5, Section 5.19, the days on which  
21 the suspension is in effect shall be included in determining the required completion date, and shall  
22 not otherwise modify or extend the time within which the Contractor is to perform. In such event,  
23 the Contractor shall not be entitled to any damages or compensation on account of such  
24 suspension or delay, unless the Contractor can establish that stop work notice was not warranted.

25  
26 Section 7.23. Weekend, Holiday and Night Work.

27 No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., or on Sundays or legal  
28 holidays except with written permission of the City. Request to work between 6:00 p.m. and 7:00  
29 a.m. or on Sundays or legal holidays must be submitted in writing to the Owner's Representative  
30 at least two (2) Working Days in advance of the intended work. In case of an emergency the  
31 Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the  
32 Owner's Representative immediately. An emergency shall be considered an unforeseen event  
33 that poses a danger to the public or to the uncompleted work.

34  
35 It is understood that two (2) or three (3) shift operations may be established as a regular  
36 procedure by the Contractor upon written permission from the City. Such permission may be  
37 revoked if the Contractor fails to maintain adequate force and equipment for reasonable  
38 prosecution and inspection of the Work, or fails to provide sufficient artificial light to permit the  
39 Work to be carried out safely and appropriately and to permit inspection.

40  
41 The Contractor shall give the Owner's Representative one (1) Working Day prior written notice of  
42 any work to be done on a Saturday, with the location and type of work to be done specified. Any  
43 work done without such notice and without the supervision of an inspector may be ordered  
44 removed and replaced at the Contractor's expense.

45  
46 Section 7.24. Use of Completed Portions.

1 The City has the right during the progress of the Work to take over and place in service any  
2 completed or partially completed portion of the Work. Taking possession shall not be deemed  
3 acceptance of any other portions of the Work, nor of any work on those portions not completed in  
4 accordance with the Contract.

5  
6 Prior to the Date of Completion, the Contractor shall make all repairs or renewals in the portion of  
7 the Work occupied by the City made necessary due to defective material or workmanship, or the  
8 operations of the Contractor, ordinary wear and tear excepted.

9  
10 Section 7.25. Coordination with Other Activities.

11 The Contractor shall conduct its operations so as not to interfere unreasonably with the City's use  
12 of the occupied portions of the Site. The Contractor shall submit periodic schedules to the  
13 Owner's Representative proposing the times, areas, and types of work to be done within such  
14 areas.

15  
16 If the Work produces conditions rendering the occupied portions of building, the Site, or other  
17 areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause  
18 whatsoever, the Owner's Representative may suspend the Work or direct the Contractor to modify  
19 the Contract Schedule, and the Contractor shall comply.

20  
21 Except as provided by Change Order, the Contractor shall not be entitled to a time extension or  
22 increase in the Contract Sum by virtue of conflicts between the Contractor's work and the City's  
23 occupancy.

24  
25 Section 7.26. Periodic Cleaning of Project.

26 The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly  
27 manner. The Contractor shall remove all dirt, debris, waste, rubbish, and implements of service  
28 from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by  
29 the Owner's Representative. Debris, waste, or unused construction materials shall not be left  
30 under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

31  
32 The Contractor, at its sole cost, shall contract with a disposal company to remove all rubbish, and  
33 shall have the refuse containers emptied at frequent enough intervals so that waste does not  
34 overflow the containers.

35  
36 If the Contractor fails to clean up during progress or upon completion of the Work, the City may do  
37 so at the Contractor's expense.

38  
39 Section 7.27. Final Cleaning of Project.

40 At completion of the Work and prior to final acceptance/inspection and occupancy by the City,  
41 the Contractor shall thoroughly clean the interior and exterior of the buildings, and the Site and  
42 adjacent areas, of all material related to its performance of the Work. In the event the Contractor  
43 fails to do so, the City may cause this work to be done at the Contractor's expense.

1 Prior to final completion or City occupancy, the Contractor shall conduct an inspection of sight-  
2 exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the  
3 Contractor fails to do so, the City may cause this work to be done at the Contractor's expense.

4  
5 Section 7.28. Notice of Punch List Inspection.

6 When the Contractor believes that a phase of its Work is complete, it shall request in writing a  
7 punch list inspection. Within five (5) Working Days of the receipt of such request, the Owner's  
8 Representative, the Project Inspector and the Architect or Consulting Engineer shall make a  
9 punch list inspection or inform the Contractor that the work is not ready for punch list inspection;  
10 upon completion of the deficient work, the Contractor shall again request a punch list inspection.  
11 The Contractor or its representatives shall be present at the punch list inspection. The purpose of  
12 the punch list inspection is to determine whether the Work has been completed in accordance with  
13 the Contract Documents, including all Change Orders, all interpretations and instructions  
14 previously issued.

15  
16 If the Contractor requests a punch list inspection when the Work is not ready for the inspection,  
17 the Contractor shall pay all costs associated with the inspection.

18  
19 If Contractor fails to attend any punch list inspection, the Contractor shall be charged for the cost  
20 of the Owner's Representative, the Project Inspector, Architect or Consulting Engineer, and other  
21 design professionals who attended the punch list inspection.

22  
23 Completion of any phase of the Work does not result in final completion, or in any way alter the  
24 payment provisions after final completion.

25  
26 Section 7.29. Punch List.

27 The Owner's Representative, the Project Inspector and the Architect or Consulting Engineer shall  
28 notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by  
29 preparing a written list, known in the industry as a punch list. The Contractor shall remedy all  
30 items shown on the punch list prior to final acceptance by the City.

31  
32 No one is authorized to amend the Contract Documents by use of the punch list; it is provided  
33 solely for the benefit of the Contractor to enable it to determine what items must be corrected  
34 before final acceptance will be recommended by the Owner's Representative, the Project  
35 Inspector and the Architect or Consulting Engineer. The City reserves the right to require  
36 compliance with the Contract Documents, notwithstanding the issuance of a punch list or the  
37 completion by the Contractor of all items on the punch list.

38  
39 In the event that the Work still does not comply with the Contract Documents, the City reserves the  
40 right to issue such further punch lists as may be required, or to deduct from the final payment the  
41 cost of correcting any work not completed in accordance with the Contract Documents, but  
42 accepted by the City, without the issuance of further punch lists.

43  
44 If punch list work needs to be performed after the City has taken occupancy of any portion of the  
45 Work, the work shall be conducted at the direction of the Owner's Representative.

1 Section 7.30. Completion; Acceptance of Contract; Notice of Completion.

2 The Contractor acknowledges and agrees that completion for purpose of final payment shall mean  
3 the Contractor's complete performance of all Work required by the Contract Documents,  
4 amendments, Change Orders, Construction Change Directives and punch lists, and the City's  
5 formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine,  
6 beneficial occupancy or otherwise.

7  
8 Acceptance of the Work shall be made only by formal written acceptance by the City.  
9 Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that  
10 the Work shall then be fully and satisfactorily completed and the provisions of the Contract  
11 Documents fully and satisfactorily performed in all respects.  
12