## SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer has immediate charge of the engineering details of the project and is responsible for Contract administration. The Engineer has authority to reject defective material and suspend work not performed in accordance with the Contract. The Engineer has authority to accept completed work, issue Directives, Interim Work Authorizations, and Change Orders, and recommend Contract payments.

The Engineer will decide all questions about the quality and acceptability of the materials furnished and whether the work performed by the Contractor was in accordance with the Contract, the Contractor’s rate of progress, Contract interpretation and all other questions relating to Contract compliance.

The Engineer has authority to suspend work for reasons listed under Subsection 80-06. If the suspension is to protect the traveling public from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension to the Contractor. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until it is corrected; and
2. Employ others to correct the condition and deduct the cost from the Contract amount.

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data submitted under Subsection 40-02.

50-02 PLANS AND WORKING DRAWINGS. The Department shall provide the Contractor at least two full size sets of the conformed Plans and Contract including Special Provisions. If cross-sections are available, one set will be provided if requested in writing by the Contractor. The Contractor shall keep a complete set of these documents available on the project site at all times.

The Contractor shall supplement structure plans with working drawings that include all details that may be required to adequately control the work and that are not included in the Plans furnished by the Department. The Contractor shall not perform work or order materials until the working drawings for such work, or for changes, are approved by the Engineer. The Engineer’s approval of working drawings or changes shall not be deemed a determination that the working drawings or changes comply with federal, state or local laws, rules, regulations and ordinances. It is Contractor’s duty to ensure the working drawings comply with the Contract and any applicable federal, state or local laws, rules, regulations, and ordinances.

The Contractor shall submit to the Engineer for approval any required preliminary detail or working drawings. The project name and number shall be stated in the title block for all drawings, as shall the state bridge number, when applicable. The Contractor shall submit drawings in either an electronic or paper format that is acceptable to the Engineer. When paper copies are submitted, provide three sets.

The Contractor shall submit drawings to the Engineer in time to allow for review and correction before beginning the work detailed in the drawing. The Engineer shall return one set of these drawings, either approved or marked with corrections to be made, and shall retain the other sets. The Engineer's approval of working drawings does not change the Contract requirements or release the Contractor of the responsibility for successful completion of the work.

The Contractor is responsible for the accuracy of dimensions and details and for conformity of the working drawings with the Plans and Specifications. The Contractor shall indicate clearly on the working drawings any intended deviations from the Plans and Specifications and itemize and explain each deviation in the Contractor's transmittal letter. The Engineer may order the Contractor to comply with the Plans and Specifications at the Contractor's sole expense if the approved working drawings deviate from the Plans and Specifications and the Contractor failed to itemize and explain the deviations in the Contractor's transmittal letter.

Once the Contractor receives approval of the working drawings, the Contractor shall furnish to the Engineer:

1. Enough additional copies to provide eight approved sets of prints;
2. One set of reproducible transparencies (polyester film); and
3. If requested, an electronic file in AutoCAD drawing interchange format (.DXF).

The Contractor shall include the cost of furnishing all working drawings in the Contract price.

50-03 CONFORMITY WITH PLANS AND SPECIFICATIONS. Work performed and materials furnished shall conform to the Plans, Specifications and approved Working Drawings, and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

All work or material not conforming to the Plans, Specifications, and approved Working Drawings is considered unacceptable unless the Engineer finds that reasonably acceptable work has been produced. In this event, the Engineer may allow non-conforming work or material to remain in place, but at a reduced price. The Engineer will document the basis of acceptance and payment by Change Order, unless the contract specifies a method to adjust the price of that item.

The failure of the Department to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.

50-04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These Standard Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

In case of conflict, calculated dimensions will govern over scaled dimensions. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is (with **a.** having precedence over **b.**, and **b.** having precedence over **c.**, etc.):

1. Special Provisions
2. Plans
3. Standard Specifications
4. Materials testing standards
5. FAA Advisory Circulars

The Contractor shall not take advantage of any apparent error or omission in the Contract documents. The Contractor may not base a claim for additional compensation or Contract time on a patent error, omission, or conflict in the Contract documents. The Contractor shall notify the Engineer immediately of any apparent errors or omissions in the Contract documents. The Engineer will make any corrections or interpretations necessary to fulfill the intent of the Contract.

50-05 COOPERATION BY CONTRACTOR. The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, Department staff, and other contractors in every way possible.

Either the Contractor’s Superintendent or an acting Superintendent with authority to represent and act for the Contractor shall be available within the proximity of the project whenever work is occurring. The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications. The Contractor shall provide 24-hour contact information for the Superintendent. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

50-06 UTILITIES.

1. **Bid Considerations.** Bidders shall include in their bid the cost of:
	1. Providing uninterrupted operation of all visual and electronic signals, including power supplies and Lighting used in the guidance of aircraft, except as specified in the CSPP and SPCD;
	2. All utility work that is specified in the Contract as work to be performed by the Contractor;
	3. Working around or through all permanent and temporary utilities shown on the Plans, in both their present and adjusted positions;
	4. Accommodating the removal, adjustment, or relocation of utilities shown on the Plans by entities other than the Contractor;
	5. Construction and removal of temporary utilities, to provide temporary utility service during the construction or repair of a permanent utility; and
	6. Other utility work not specifically identified as compensable in Subparagraph d Compensation.

The Department will show the approximate locations of utilities it knows to be within the work zone on the Plans. Bidders shall expect that the location, elevation and nature of utilities may vary from what is shown on the Plans and shall factor those contingencies into the bid price. Additional utilities may exist that are not shown on the Plans. Compensation related to utilities not shown on the plans will only be available according to Subparagraph d Compensation.

When an entity other than the Contractor is to remove, adjust, or relocate any utility, or perform other utility related work within the project boundaries, the applicable completion dates or specific calendar days to complete the removal, adjustment, relocation, or other utility related work may be stated in the Special Provisions. If no date is stated in the Special Provisions, the Contractor shall work cooperatively with the utility owner during the Project.

1. **Cooperation with Utility Owners.** The Contractor assumes the obligation of coordinating their activities with utility owners, and shall cooperate with utility owners to facilitate removal, adjustment, or relocation operations, avoid duplication of work, and prevent unnecessary interruption of services. When a utility owner is identified in the Contract as being responsible for removing, adjusting, or relocating a utility, the Contractor shall give the utility owner 15 days advance written notice regarding the dates when the utility owner is required to begin and end operations.

The Contractor shall cooperate with utility owners to determine a utility progress schedule for all parties’ utility work. The Contractor shall submit the schedule to the Engineer before beginning that portion of utility work. The Contractor shall update the utility progress schedule monthly and shall note time delays and their cause.

Utility owners are not required to work in more than one location at a time, and shall be allowed to complete a specific section of work prior to commencing another section. Utility owners will not normally perform adjustment or relocation of underground utilities when the ground is frozen. Utility owners may prohibit the Contractor, through the Engineer, from working near utilities when the ground is frozen.

The Department has sole discretion to grant permits for utility work within the state right-of-way. The Contractor shall allow parties with utility permits to work and make excavations in the project**.**

If utility owners do not complete their work in a timely manner, the Engineer may direct the Contractor to temporarily relocate the utilities, to construct new utilities, or to make necessary repairs to complete the utility work.

1. **Utility Work.** The Contractor shall:
	1. Make all necessary arrangements with utility owners to locate all utilities that may be within an area of work before excavation in that area, according to AS 42.30.400;
	2. Provide right-of-way staking and construction staking with lines and grades before excavation in that area;
	3. Prevent damage to utilities or utility property within or adjacent to the project;
	4. Carefully uncover utilities where they intersect the work;
	5. Immediately stop excavating in the vicinity of a utility and notify the Engineer and the utility owner if an underground utility is discovered that was not field marked or was inaccurately field marked;
	6. Promptly notify the utility owner, the Engineer, and the Airport Manager in the event of accidental interruption of utility service, and cooperate with the utility owner and the Engineer until service is restored;
	7. Take all precautions necessary to protect the safety of workers and the public when performing work involving utilities;
	8. Follow an approved TCP;
	9. Keep the length of open trench excavation to a minimum, backfill trenches as work is completed;
	10. Cover open trenches with metal plates capable of bearing traffic where traffic will cross trenches;
	11. Maintain continuous utility service and install temporary utility systems where needed;
	12. Ensure all excavation conforms to AS 42.30.400 – 42.30.490;
	13. Ensure all excavation and utility work conforms to excavation requirements in 29 CFR 1926, Subpart P, and confined space requirements in 29 CFR 1926.21(b)(6);
	14. Ensure all work undertaken near energized high voltage overhead electrical lines or conductors conforms to AS 18.60.670, AS 18.60.675, AS 18.60.680 or other applicable law;
	15. Ensure all work undertaken near energized high voltage underground electric lines or conductors conforms to all applicable laws and safety requirements of the utility owner;
	16. When required by the utility owner, provide for a cable watch of overhead power, underground power, telephone, and gas;
	17. Obtain plan approval from the local fire authority, and provide for the continued service of fire hydrants, before working around fire hydrants;
	18. Do all pressure testing or camera testing required to verify utility acceptance in a timely manner; and
	19. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) (Item P-641) with their work and the utility companies’ work.
2. **Compensation.**
	1. Except as otherwise specifically provided in this Subparagraph d, no equitable adjustment will be paid by the Department:
		1. Due to any variations in location, elevation, and nature of utilities shown on the Plans, or the operation of removing, adjusting, or relocating them;
		2. For any delays, inconvenience, or damage sustained as a result of interference from utility owners, interference from utilities,or interference fromthe operation of removing, adjusting, or relocating utilities; or
		3. For any adjustments or relocations of utilities requested for the Contractor’s convenience.
	2. Except as otherwise specifically provided in this Subparagraph d, the Engineer will issue a Change Order with equitable adjustment if:
		1. Utilities not shown on the Plans require removal, adjustment, or relocation;
		2. Conflicts occur between utilities not shown on the Plans and other necessary work; or
		3. Conflicts due to the required elevation of a utility occur between new and existing utilities that are both shown on the Plans.
	3. When the Contractor damages utilities, the utility owner may choose to repair the damage or require the Contractor to repair the damage. When the Contractor damages utilities:
		1. No equitable adjustment will be paid by the Department, and the Contractor shall be solely responsible for repair costs and expenses, when:
			1. The Contractor failed to obtain field locates before performing the work that resulted in the damage;
			2. The utility was field located by the utility owner or operator, and the field locate is accurate within 24 horizontal inches if the utility is buried 10 feet deep or less, or the field locate is accurate within 30 horizontal inches if the utility is buried deeper than 10 feet;
			3. The plan profile or the field locate does not indicate or inaccurately indicates the elevation of a buried utility;
			4. The utility is visible in the field; or
			5. The Contractor could otherwise reasonably have been aware of the utility.
		2. The Engineer will issue a Change Order with an equitable adjustment for the cost of repairing damage if:
			1. The field locate by the owner or operator of a buried utility erred by more than 24 horizontal inches if the utility is buried 10 feet deep or less, or 30 horizontal inches if the utility is buried deeper than 10 feet;
			2. The utility was not shown on the Plans or other Contract documents, and the Contractor could not reasonably have been expected to be aware of the utility’s existence; or
			3. The Contractor made a written request for a field locate according to AS 42.30.400, the utility owner did not locate the utility according to AS 42.30.410, and the Contractor could not reasonably have been expected to be aware of the utility’s existence or location.
	4. If a delay is caused by a utility owner, is beyond the control of the Contractor, and is not the result of the Contractor’s fault or negligence, the Engineer may issue a Change Order with an equitable adjustment to contract time, but no equitable adjustment will be made for the cost of delay, inconvenience or damage. Additional contract time may be granted if the cause of delay is because a utility owner is to perform utility work:
		1. By dates stated in the Special Provisions, and the utility work is not completed by the dates stated; or
		2. In cooperation with the Contractor and the utility owner does not complete the work in a timely manner, based on a written progress schedule agreed upon by the Contractor, the utility owner, and the Engineer.
	5. If the Engineer orders the Contractor to make necessary construction or repairs due to incomplete utility work by utility owners, the Contractor will be paid as specifically provided for in the Contract, or the Engineer will issue a Change Order with equitable adjustment.
3. **Cooperation with Airport Management and FAA.** The Contractor shall coordinate their activities and cooperate with the Airport Management and the FAA, and shall provide 45 days advance written notice to them before working on utilities in the Air Operations Area. All coordination with Airport Management and the FAA shall be through the Engineer. Refer to the CSPP for coordination requirements. The Contractor shall include and cooperate with Airport Management, the FAA, and the Engineer, in determining a utility progress schedule for work on the Airport Property.

The Contractor shall submit a written plan to repair damaged utilities to the Engineer, and shall follow the plan when repairing damaged utilities. The plan shall identify repair personnel or subcontractors. The Contractor shall not work on or adjacent to utilities unless repair personnel are available to repair damaged utilities. Personnel repairing utilities shall be licensed for the work required, and shall have the tools and material required to repair damaged utilities within the time limits required.

When damage affects, or may in the Engineer’s opinion affect, the function of navigational or visual aids, the Contractor shall repair damage within two hours. When damage affects, or may in the Engineer’s opinion affect, the function of utilities, the Contractor shall repair the damage within 24 hours.

50-07 COOPERATION BETWEEN CONTRACTORS. The Department may, at any time, contract for and perform other or additional work on or near the Project. The Contractor shall allow other contractors reasonable access across or through the Project.

The Contractor shall cooperate with other contractors working on or near the Project, and shall conduct work without interrupting or inhibiting the work of other contractors. All contractors working on or near the Project shall accept all liability, financial or otherwise, in connection with their Contract. No claim shall be made by the Contractor or paid by the Department for any inconvenience, delay, damage or loss of any kind to the Contractor due to the presence or work of other contractors working on or near the Project.

The Contractor shall coordinate and sequence the work with other contractors working within the same project limits. The Contractor shall properly join the work with work performed by other contractors and shall perform the work in the proper sequence to that of the others. The Contractor shall arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project. The Contractor shall defend, indemnify and save harmless the Department from any damages or claims caused by inconvenience, delay, or loss that the Contractor causes to other contractors.

50-08 SURVEY CONTROL. The Department will provide sufficient horizontal and vertical control data to establish the planned lines, grades, slopes, shapes, and structures. The Contractor shall provide all additional survey work to maintain control during the project.

50-09 DUTIES OF THE INSPECTOR. The Department’s inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Engineer can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Engineer. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

50-10 INSPECTION OF WORK. All materials and each part and detail of the work shall be subject to inspection by the Department for compliance with the Contract. The Contractor shall allow safe access to all parts of the work and provide information and assistance to the Engineer to ensure a complete and detailed inspection.

Any work done or materials used without inspection by an authorized Department representative may be ordered removed and replaced at the Contractor's expense, unless the Department failed to inspect after being given reasonable written notice that the work was to be performed.

The Contractor shall remove and uncover portions of finished work when directed. After inspection, the Contractor shall restore the work to Contract requirements. The cost to uncover and restore work shall be at the Contractor’s expense, except the Department will pay the cost to uncover and restore work if (1) an authorized Department representative had previously inspected the work or the Contractor had provided reasonable prior written notice that the work was to be performed and (2) the Department finds the uncovered work to be acceptable. If the Department finds the uncovered work to be unacceptable, the cost to correct the work, or remove and replace the work, shall be at the Contractor's expense.

Representatives of Contract funding agencies have the right to inspect the work. This right does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

The Department's observations, inspections, tests and approvals shall not relieve the Contractor from properly fulfilling its Contract obligations and performing the work according to the Contract. Work that has been inspected but contains latent or hidden defects shall not be deemed acceptable even though it has been inspected and found to be according to the Contract.

The State of Alaska Department of Labor may require electrical inspection of Public Structures. The Contractor shall request inspection by contacting the Electrical Inspector in Anchorage, Alaska, Phone (907) 269-4925. The Contractor shall request inspection a minimum of two weeks prior to the expected date of inspection being needed. If more than one item requires inspection, the Contractor shall submit a list to the Engineer and Electrical Inspector, with dates for all stages that requires inspection. The Department has no control over or responsibility for the timing of inspections by the Electrical Inspector.

50-11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the Contract shall be deemed unacceptable by the Engineer, unless otherwise determined acceptable under Subsection 50–03. The Contractor shall correct, or remove and replace, work or material that the Engineer deems unacceptable, as ordered by the Engineer and at no additional cost to the Department.

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the Department's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered as unauthorized and shall not be paid for by the Department, and may be ordered removed or replaced at no additional cost to the Department.

If the Contractor fails to promptly correct, remove, or replace unacceptable or unauthorized work as ordered by the Engineer, the Engineer may employ others to remedy or remove and replace the work and will deduct the cost from the Contract payment.

50-12 LOAD RESTRICTIONS. The Contractor shall comply with all vehicle legal size and weight regulations of 17 AAC 25 and the *Administrative Permit Manual,* and shall obtain permits from the DOT&PF Division of Measurement Standards & Commercial Vehicle Enforcement before moving oversize or overweight equipment on a state highway.

The Engineer may permit oversize and overweight vehicle movements within the project limits provided the Contractor submits a written request and an acceptable Traffic Control Plan. No overloads will be permitted on a pavement, base or structure that will remain in place in the completed project. The Contractor shall be responsible for all damage done by their equipment due to overloads, and for damage done by a load placed on a material that is curing and has not reached adequate strength to support the load.

50-13 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the airport and related airport facilities located within the project from the date construction begins until the Contractor receives a letter of project completion. The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those areas outside the project that are affected by the work, such as haul routes, detour routes, structures, material sites, and equipment storage sites during periods of their use.

Do not place foreign objects and debris (FOD) or any debris capable of causing damage to aircraft landing gears or propellers or of being ingested in jet engines on surfaces in active aircraft movement areas. Ensure that all loose material and debris has been removed from the sides of equipment and haul vehicles prior to travel on airport or road surfaces. Keep all active runway, taxiway, and apron areas free of materials spilled by your operations. Clean spilled materials off of closed runways, taxiways, or aprons prior to opening these areas to aircraft. If FOD is spilled on an active runway, taxiway, or apron, remove it immediately. The Engineer reserves the right to suspend all hauling operations until FOD is removed from active aircraft movement areas. Hauling time lost due to the suspended haul will not be considered reason to extend contract time or reason for a claim. The Engineer will allow hauling to continue when the spilled material is cleaned up to his satisfaction. FOD preventive measures and FOD cleanup of runways, taxiways, haul routes, and equipment is subsidiary to the contract and no additional payment will be made.

The Engineer may relieve the Contractor of this maintenance responsibility for specified portions of the project:

1. During a seasonal suspension of work. Approximately one month prior to seasonal suspension of work, the Contractor shall hold a preliminary meeting with the Engineer and Airport Management to outline the work the Contractor expects to complete before shut down and the condition the project is to be left in. The Contractor shall then schedule a field review for acceptance by the Department for winter maintenance. At the field review a punch list shall be prepared for implementation prior to acceptance. In order for the Contractor to be relieved of winter maintenance responsibility, the surface of all embankments shall be properly crowned for drainage, all edge lighting shall be in good working order, and all NAVAIDS installed by the Contractor shall first have been accepted by the FAA. After acceptance for winter maintenance and until the Contractor resumes construction operations, maintenance of the facility agreed upon will be the responsibility of the Department; or
2. Following partial completion (Subsection 50-14); or
3. Following project completion (Subsection 50-15).

The Department is responsible for routine snow removal and ice control only on those portions of the project that the Department accepts for maintenance.

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Subsection 70-15.

All costs of maintenance work shall be subsidiary to the prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Engineer’s opinion, the Contractor at any time fails to provide adequate maintenance, the Engineer will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until corrective maintenance is completed;
2. Assess a traffic price adjustment against the Contract Amount when an adjustment rate is specified in the Contract; and
3. Employ others for corrective maintenance and deduct the cost from the Contract amount.

50-14 PARTIAL COMPLETION. The Contractor may submit a written request for partial acceptance of a substantially complete geographically separate portion of the project. The Engineer will accept the portion in writing before project completion and relieve the Contractor of further maintenance responsibility for the completed work, if the Engineer inspects the portion and finds that it is substantially complete to Contract requirements, and acceptance is in the best interest of the State.

Partial completion of the portion neither voids nor alters any Contract terms.

50-15 PROJECT COMPLETION. The Contractor shall notify the Engineer, in writing, upon substantial completion of all work provided for under the Contract. The Engineer will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Engineer will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion. The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

The Engineer will identify the date of substantial completion in a letter of substantial completion. The letter of substantial completion will relieve the Contractor of further maintenance responsibility of the completed work. The letter of substantial completion will not stop Contract time or relieve the Contractor of the obligation to fully complete the work as required by the Contract specifications.

When all physical work and cleanup provided for under the Contract is found to be complete, the Engineer will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

50-16 FINAL ACCEPTANCE AND RECORD RETENTION. The Department will issue the letter of Final Acceptance after all of the following:

1. Project completion;
2. Receipt of all certificates, as-builts, warranties, and other required documents;
3. Receipt of the Contractor's Release, with no exceptions;
4. Certification of payment of payroll and revenue taxes by DOLWD and State Dept. of Revenue; and
5. Final payment under the Contract.

Final Acceptance will release the Contractor from further Contract obligations, except those:

1. Specified under Subsection 70-19;
2. Required by law or regulation; or
3. Continuing obligations established by provisions of this Contract, such as warranty, guaranty, indemnity, insurance, or bond.

The Contractor and the subcontractors shall maintain all books and records relating to performance of the Contract for three years after the date of final payment of the Contract and each subcontract.

50-17 CLAIMS. The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of Contract time or of any dispute regarding a question of fact or interpretation of the Contract. The Engineer has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Engineer in a timely manner of all facts the Contractor believes form the basis for the claim.

If the Contractor believes that he is entitled to an extension of Contract time, the Contractor must state the contract section on which the extension request is based, provide the Engineer with sufficient information to demonstrate that the Contractor has suffered excusable delay, and show the specific amount of time to which the Contractor is claiming entitlement. The Department will not grant an extension of Contract Time if the Contractor does not timely submit revised schedules in accordance with Subsection 80-03.

If the basis of claim or dispute is not resolved by agreement within seven days of the date the Engineer is notified by the Contractor, the Contractor shall within the next fourteen days submit a Contractor Intent to Claim (Form 25D-18) to the Engineer. Failure to submit a Contractor Intent to Claim as required under this section constitutes a waiver of any future claim arising from or relating to the alleged act or occurrence.

If the Contractor believes additional compensation or time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred, and shall give the Engineer access to any such records and furnish the Engineer copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the Department for additional time, compensation or both, the contractor must establish actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permitted. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the Department.

The Contractor shall submit a written claim to the Contracting Officer within 90 days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. Any Claim not filed within this 90-day period will be deemed irrevocably waived by the Contractor, regardless of whether the requested relief is sought for the ultimate benefit of the Contractor or its subcontractor(s). The Contracting Officer will issue a written acknowledgement upon receipt of the claim.

The Contractor waives any right to claim if the Engineer was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

1. The written Claim must include all of the following:
	1. The act, event, or condition giving rise to the claim;
	2. The Contract provisions that apply to the claim and that provide for the requested relief;
	3. The item or items of Contract work affected and how they were affected;
	4. The specific relief requested, including Contract time if applicable, and the basis upon which it was calculated;
	5. Revised progress schedules under Subsection 80–03; and
	6. A certification signed by the Contractor that to the best of the contractor's knowledge and belief, the data submitted is accurate, complete, and current and is the actual cost to the contractor or additional time for performing the additional work or supplying the additional materials.
2. The claim, in order to be considered, must show:
	1. That the Contractor suffered damages or delay;
	2. The damages or delay were caused by the act, event, or condition listed in the claim; and
	3. That the Contract entitled the Contractor for relief due to the act, event, or condition specified in the Claim.

The Department may request the Contractor to provide additional information relating to the claim at any time before issuing a decision. The Contractor shall provide the Department with the requested additional information within 30 days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Contracting Officer will issue a decision within 90 days of receipt of all information relating to the claim. The time for the Contracting Officer to issue a decision may be extended according to AS 36.30.620.

The Contracting Officer's decision is final and conclusive unless the Contractor delivers a notice of appeal to the Commissioner within 14 days of receipt of the decision. The Contractor shall also serve a copy of the notice of appeal on the Contracting Officer.

Appeals from a Contracting Officer’s decision shall be decided according to the State Procurement Code’s appeal procedures, including AS 36.30.625, AS 36.30.627, AS 36.30.630, and AS 36.30.631.

Criminal and civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the Contractor if the Contractor makes or uses a misrepresentation in support of a claim, or defrauds or attempts to defraud the Department at any stage of prosecuting a claim under this Contract.