



ADDENDUM NO.1

INVITATION FOR BIDS FOR CONSTRUCTION SERVICES FOR CAMARILLO STATION AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS PROJECT

ISSUED May 19, 2026

The Ventura County Transportation Commission (VCTC) issues this addendum to inform proposers of revisions to the Invitations for Bids (IFB) package and is hereby made a part of the IFB documents. The following changes, additions, and/or clarifications shall be made to the requirements for the above-mentioned project. In case of a conflict between the original IFB package and this Addendum, this Addendum shall govern.

All requirements contained in the IFB package shall apply to this Addendum, and the general character of the project called for in this Addendum shall be the same as originally set forth in the applicable portions of the IFB documents, unless otherwise specified under this Addendum. All incidental work necessitated by this Addendum, as required to complete this project, shall be included in the IFB, although not specifically mentioned in this Addendum. The balance of the IFB documents shall remain unchanged.

THE PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF THE IFB SUBMITTAL.

MODIFICATIONS TO RFP:

M1: Revise the following text in *Exhibit A – BID INFORMATION, Section 1.2.2 ANTICIPATED SCHEDULE FOR SUBMISSION OF BIDS AND AWARD:*

June 19 22, 2026 | Bids Due by 1:30 PM (PST)

M2: Revise the following text in *Exhibit B – BID FORMS, ATTACHMENT A – BIDDER ACKNOWLEDGMENT FORM*:

Instruction to Bidders:

The Authorized Representative of the Bidder shall fill out all forms listed above (***with the exception of Form I and J, which shall just be reviewed***) and place their initials in the space provided for each form listed in the above table to confirm completion and/or review. Failure to complete any of the above forms and/or failure to initial any item may render the bid non-responsive and subject to rejection.

M3: Revise the following text in Section - *EXHIBIT D – TECHNICAL SPECIFICATIONS Section 01 31 99 – PERIOD OF PERFORMANCE (2 STEP NTP), PART 1 – GENERAL*:

1.05 – PERIOD OF PERFORMANCE

The date of the Limited Notice to Proceed or Notice to Proceed, is the start date for the Contract Period of Performance. The Contract Period of Performance and Contract Time is 360 **Calendar** ~~Working~~ Days from the date of LNTP or NTP, whichever the Authority determines to use.

Substantial completion and beneficial occupancy of all ADA improvements must be complete and verified by the Authority's Independent Licensed Architect (ILA) and/or Certified Access Specialist (CAsp) Inspector **within the Contract Time Provided. Punch list work, clean up and close out work may be completed after the Contract Time.** ~~by March 15, 2027, per the U.S. Department of Justice Settlement Agreement. Punch list work and non-ADA improvements must be completed within the Working Days provided.~~

M4: Revise the following text in Section – *EXHIBIT F – CONTRACT AGREEMENT, ARTICLE IV – PERFORMANCE PERIOD*:

A. “This AGREEMENT shall be effective as of [DATE], 2025~~6~~, and CONTRACTOR shall commence work after notification to proceed by VCTC’s Contract Administrator. The AGREEMENT shall terminate on [DATE], 2025~~6~~ or Notice of Project Completion issued by VCTC, whichever is later, unless extended by AGREEMENT amendment or terminated sooner pursuant to the provisions herein.

B. CONTRACTOR shall complete the work within three hundred and sixty (360) ~~working~~ **calendar** days after issuance of the Notice to Proceed (NTP) or Limited Notice to Proceed (LNTP), whichever VCTC determines to use. (“Contract Time”). CONTRACTOR shall develop and maintain a Project Schedule that outlines the

sequencing of work activities, key milestones, and critical path necessary to achieve timely completion of the project within the Contract Time.

M5: Add the following text in Section – *EXHIBIT F – CONTRACT AGREEMENT, ARTICLE IV – PERFORMANCE PERIOD*:

“F. Force Majeure

VCTC will grant an extension of time for any portion of a delay in completion of the Work caused by acts of God or Public Enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes or weather more severe than normal, when satisfactory evidence of such cause is presented by the Contractor, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault of negligence of the Contractor and could not be overcome by the exercise of due diligence or planning of the Contractor. Contractor shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the Force Majeure event.

Such qualifying Time Extensions shall be approved in the discretion of VCTC. In order to be eligible for Time Extension, Contractor shall notify VCTC in writing within ten (10) days from the time that Contractor knew or should have known about delays caused by the Force Majeure justifying a Time Extension pursuant to this Section and shall reflect such schedule impacts in the immediate Project schedule that follows such event.”

M6: Revise the following text in Section – *EXHIBIT A – BID INFORMATION, 1.2.6 BIDDERS LIST FORM*:

1.2.6.5 Bidders shall review and complete the Bidder Acknowledgement Form (see Exhibit ~~XB~~)

M7: Delete the following text in Section – *EXHIBIT A – BID INFORMATION, 1.2.6 BIDDERS LIST FORM*:

~~1.2.6.4 VCTC will use the Bidders List to identify the universe of DBE and non-DBE contractors and subcontractors who seek to work on VCTC contracts for use in establishing VCTC overall goals.~~

M8: Revise the following text in *Section – LETTER OF INVITATION, 1.1 BID LETTER:*

Bids must be submitted in a sealed envelope plainly marked with the bidder’s name, address, and the IFB number, and delivered to VCTC at the address below no later than June ~~1922~~, 2026 at 1:30 PM (PST). Late bids will not be accepted.

M9: Revise the following text in *Section - EXHIBIT B – BID FORMS, ATTACHMENT A – BIDDER ACKNOWLEDGEMENT FORM:*

Add new line in table as follows:

O	Buy America Certification	
P	Union Pacific Railroad – Contractor’s Right of Entry Agreement	

CLARIFICATIONS TO THE RFP:

Question No. 1	
QUESTION:	I don't see a Subcontractor Listing Form in the bid docs. Will one be issued? Or am I missing something?
RESPONSE:	Attachment C – Bidder Profile Form has been revised to include information to be entered about subcontractor(s). This revised form has been posted to VCTC's contract webpage at https://www.goventura.org/work-with-vctc/contracts/

Question No. 2	
QUESTION:	Attachment A (attached) states all forms must be completed. The Performance Bond Form (I) and the Payment Bond Form (J) are shown on the list. However, both of these forms are for the awarded firm to complete. Will this be corrected?
RESPONSE:	Refer to SECTION - <i>MODIFICATIONS TO RFP, M2</i>

Question No. 3	
QUESTION:	Are there any outreach requirements or certifications (i.e. DBE/SBE/MBE)?
RESPONSE:	No, there are no DBE/SBE/MBE requirements for this contract. No, there are no specific outreach requirements for outreach. However, the construction contractor will be expected to support coordination related to customer-facing outreach efforts and materials developed by VCTC and its Construction Management firm. This includes coordinating operational logistics such as confirming outreach event dates, times, and locations; supporting scheduling and attendance at community meetings; coordinating with field staff on site access and setup; providing timely updates on construction activities that may affect outreach messaging; and assisting with real-time coordination to ensure accurate and consistent information is communicated to the public.

Question No. 4	
QUESTION:	Please confirm whether the Davis-Bacon Act (prevailing wage requirements) will apply to this contract?
RESPONSE:	Refer to Attachment L – FEDERAL PROVISIONS

Question No. 5	
QUESTION:	Will the World Cup impact the timing of mobilization?
RESPONSE:	The Agency does not anticipate any impacts to construction or mobilization related to the World Cup. Based on the current procurement schedule, contract award, notice to proceed, and subsequent construction activities are expected to occur after the conclusion of the World Cup event. Accordingly, bidders should assume that no schedule constraints, access restrictions, or coordination requirements associated with the World Cup will apply to this project.

Question No. 6	
QUESTION:	Is there any significant difference between the first set of plans from the first procurement compared to the re-bid?
RESPONSE:	No.

Question No. 7	
QUESTION:	Is it possible to share the results?
RESPONSE:	Yes – the bid from the first procurement that was ultimately cancelled was \$5,502,046.60.

****REMINDER** THE DEADLINE TO SUBMIT BIDS TO THIS IFB IS JUNE 22, 2026 @ 1:30 PM (PST).**

-End of Document-

ATTACHMENT A – BIDDER ACKNOWLEDGEMENT FORM

Attachment	Form/Document	Initials
A	Bidder Acknowledgement Form	
B	Addenda Acknowledgement(s) Form	
C	Bidder Profile Firm	
D	Minimum Qualifications: Financial Capability and Past Project Experience	
E	List of Current Projects	
F	Bidders Industrial Safety Record Form	
G	Schedule of Quantities and Price (Bid Sheet)	
H	Bid Bond Form	
I	Performance Bond Form	
J	Payment (Material and Labor) Bond Form	
K	Bid Protest Procedures	
L	Federal Provisions	
M	Certification and Restrictions on Lobbying	
N	Government-wide Debarment and Suspension	
O	Buy America Certification	
P	Union Pacific Railroad – Contractor’s Right of Entry Agreement	

Instructions to Bidders:

The Authorized Representative of the Bidder shall fill out all forms listed above **(with the exception of Form I and J, which shall just be reviewed)** and place their initials in the space provided for each form listed in the above table to confirm completion and/or review. Failure to complete any of the above forms and failure to initial any item may render the bid non-responsive and subject to rejection.

Bidder Certification:

By signing below under penalty of perjury, the undersigned confirms that the above forms have been completed truthfully and/or have been reviewed as required by the Invitation for Bids.

Bidder Name: _____

Authorized Representative (Print): _____

Signature: _____ Date: _____

ATTACHMENT C – PRIME & SUBCONTRACTOR INFORMATION FORM

Prime Contractor Information

Prime Contractor (Legal Name):	
Business Address:	
Contractor License No.:	
License Expiration Date:	
License Classification:	
DIR Registration No.:	
DIR Registration Date:	
Phone:	
Email:	

Subcontractor Listing

Subcontractor Name	License No.	DIR Reg. No.	Trade/Scope	Est. Value (\$)

Certification

Authorized Signature:	
Printed Name/Title:	
Date:	

ATTACHMENT P

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

The following replaces SCRRRA Standard Specification Section 01 31 99 Period of Performance (2 Step NTP).

SECTION 01 31 99

PERIOD OF PERFORMANCE (2 STEP NTP)

PART 1 - GENERAL

1.01 SUMMARY

This Section includes administrative and procedural requirements for a two-step Notice-to-Proceed process, and defines allowable conditions for Contract Time extensions.

1.02 RELATED REQUIREMENTS

- A. Section 01 29 73, Schedule of Values
- B. Section 01 33 00, Submittal Procedures

1.03 DEFINITIONS

- A. Limited Notice to Proceed: Authority written authorization to commence the performance of specified activities within the Work. Authority may decide to combine Limited Notice to Proceed with Notice to Proceed.
- B. Notice to Proceed: Authority written authorization to proceed with all or portions of the Work, as specified.
- C. Contract Time: As stated in the Contract, the original duration of the Contract in calendar days plus Change Order adjustments.

1.04 COMMENCEMENT OF WORK

The Authority may employ a two-step Notice to Proceed. If the Authority employs a two-step NTP, the Authority will issue a "Limited Notice to Proceed," no later than 20 days after, or as early as one day after, execution of the Contract. The Contractor is not authorized to perform any work until the Contractor has received the Limited Notice to Proceed from the Authority. Should the Contractor begin Work in advance of receiving the Limited Notice to Proceed, such Work shall be considered as having been done at the Contractor's own risk. The Limited Notice to Proceed will initiate the Contract Time and will constitute a notice to proceed with specified Work tasks and deliverables.

The full "Notice to Proceed" will not be issued prior to the Authority's acceptance of completion of all activities initiated by the "Limited Notice to Proceed," above. The issuance of the full "Notice to Proceed" will be a notice for the Contractor to proceed with all remaining Work and diligently prosecute the same to completion within the Contract Time.

1.05 PERIOD OF PERFORMANCE

The date of the Limited Notice to Proceed or Notice to Proceed, is the start date for the Contract Period of Performance. The Contract Period of Performance and Contract Time is **360** Calendar Days from the date of LNTP or NTP, whichever the Authority determines to use.

Substantial completion and beneficial occupancy of all ADA improvements must be **complete and verified** by the Authority's Independent Licensed Architect (ILA) and/or Certified Access Specialist (CAsp) Inspector within the Contract Time Provided. Punch list work, clean up and close out work may be completed after the Contract Time.

1.06 DELAYS AND TIME EXTENSIONS

- A. Delays beyond the Contractor's control: The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Contract, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of a public enemy, fire, floods, adverse weather, tidal waves, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, or negligent acts of the Authority.
- B. Authority caused delays: In the event the Contractor is actually and necessarily delayed by any act or omission on the part of the Authority (as determined by the Authority), and provided that the Contractor notifies the Authority in writing within 5 days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Work may be extended at the sole discretion of the Authority. In all cases, any extension of time is contingent on all of the following:
1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof.
 2. That the Contractor submits a Request for Change (RFC) specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension. The RFC submitted by the Contractor shall also include a Time Impact Analysis as required in the Specification.
 3. No extension of time will be granted under this Section for any Authority caused delay in which (1) the performance of Work would have been concurrently delayed by the Contractor induced causes, including an act or omission of the Contractor or its Subcontractors, or (2) remedies are included or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Section shall be grounds for an extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Section, the Contractor shall not be entitled to a separate extension for

each one of the causes; only one extension will be granted for the entire delay.

4. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Authority (a) documentary proof that the Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work site(s), and (b) further proof, in the form of schedule data as required under Section 01 32 17, Construction Project Schedule, that the inability to obtain such materials when originally planned did in fact cause a delay in Substantial Completion of a portion of the Work or the entire Work, one that could not be compensated for by revising the sequence of the Contractor's operations.
 5. The term "shortage of materials," as used in this Section, shall apply only to materials, articles, parts, or equipment that are not custom items; it and shall not apply to equipment, materials, parts, or articles that are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the Contract Documents. Only conditions not in the control of the Contractor that result in the physical shortage of materials will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.
- C. When inclement weather at the Project site affects Critical Path activities, the Contractor may provide the Authority with a written request for a weather impact day that fully describes the inclement weather delay on the Critical Path activities. Excusable, non-compensable Contract time extensions for weather delays will only be considered for such delays that affect activities on the critical path of the Contract, as defined by the schedule current at the time of the delay. Such time extensions, if approved, will be non-compensable and shall be requested by the Contractor in accordance with Contract Change Order procedures subject to the following:
1. A weather delay day is defined as a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the Authority from proceeding with at least 75 percent of the normal labor and equipment force engaged on Critical Path activities for at least 60 percent of the total daily time being currently spent on the Critical Path activities. Weather delays may consist of days lost to inclement weather conditions, days lost to dry out of exposed soil, or days lost to site clean-up due to inclement weather but only after the weather impact area affecting the Critical Path activities has exhausted the allotted cumulative Rain Day Impact Allowance.
 2. The table below lists the typical number of inclement weather days per month. Only days lost due to weather in a given month in excess of the

number listed for that month will be considered for a time extension. Weather delay days are not cumulative from month to month.

Typical Number of Days of Inclement Weather

Month	<u>No. of Days</u>	Month	<u>No. of Days</u>
January	5	July	0
February	5	August	0
March	5	September	0
April	4	October	0
May	3	November	3
June	0	December	5

- 3. Weather impact days will not be granted for inclement weather that occurs on non-scheduled workdays. If the effects of inclement weather from a non-scheduled work day carry forward to a scheduled work day and affects the Critical Path as noted above, then the scheduled work day will be considered affected by weather.
 - 4. If the Contractor asks to work a specific weekend or holiday and gives the Authority advance written notification of critical-path work to be performed, and if a substantial amount of precipitation occurs that prevents the work from being performed, that day can be claimed as a weather impact day. Any unused rain day allowance at the end of the project will be shown as available float to the Substantial Completion milestone.
- D. Time Extensions for Critical Path activities only: No extensions of time will be granted for delays that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they shall be limited to the period equivalent to the actual number of days lost on the Critical Path or controlling operations of the Project Baseline Schedule or other applicable construction schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time shall be supported with a critical path analysis showing the critical path and impacts on it. The Contractor’s failure to submit this analysis will be sufficient cause for denial of any request for a time extension.
- E. An extension of time granted shall not release the Contractor's Surety from its obligations. Work shall continue and be carried on in accordance with all provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until completion and acceptance of the Work covered by the Contract, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Work, or any part thereof, after the time fixed for completion (or after the date to which the time for

completion may have been extended), and/or making payments to the Contractor after any such periods, shall not constitute a waiver on the part of the Authority of any rights under the Contract.

- F. Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work nor the performance and acceptance of any part of the Work after the time specified for the completion of the Work shall be deemed to be a waiver by the Authority of the Authority's right to terminate the Contract for abandonment or failure to complete within the time specified, or to impose and deduct damages as may be specified.
- G. In all cases in which the Contractor either Claims or intends to Claim a delay, the Contractor shall comply with those provisions contained in the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.

END OF SECTION 01 31 99