

## SECTION 105

### CONTROL OF THE WORK

#### 105.01 AUTHORITY OF THE ENGINEER

- A. The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; and all questions that may arise as to the interpretation of the plans and specifications.
- B. The Engineer will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to comply with the technical provisions of the contract; for failure to carry out orders; for such periods as the Engineer may deem necessary due to unsuitable weather; and for conditions considered unsuitable for the prosecution of the work.
- C. Whenever the Contractor fails to carry out orders of the Engineer, the Engineer will have executive authority to enforce such orders and the Engineer's decision shall be final. In the event the Contractor fails to execute work ordered by the Engineer within a reasonable period of time, the Engineer may, after giving notice in writing to the Contractor, proceed to have such work performed as deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor on the contract.
- D. Decisions of the Engineer shall be subject to appeal to the Board, whose decisions shall be final and conclusive. Such appeal shall be in writing and shall be made within 10 calendar days, but in the meantime the Contractor shall diligently proceed with the work.

#### 105.02 PLANS AND WORKING DRAWINGS

- A. The contract plans and drawings do not purport to show all the details of the work. These documents are intended to illustrate the character and extent of the performance desired under the contract; therefore, they may be supplemented or revised from time to time, as the work progresses, by the Engineer or (subject to approval of the Engineer) by the Contractor. The Contractor will keep one set of plans available on the work at all times.
- B. The plans may be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the Contractor. Working Drawings shall include stress sheets, shop drawings, erection plans, fabrication sheets, falsework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data required by the Engineer. Unless otherwise specified, all working drawings shall be submitted in triplicate 10 days prior to start of related work and approved by the Engineer. Such approval shall not relieve the Contractor of any of the Contractor's responsibility under the contract for the successful completion of the work. It is mutually agreed that the Contractor shall be responsible for agreement of dimensions and details as well as for conformity of the Contractor's working drawings with the approved plans and specifications.
- C. The contract price will include the cost of furnishing all working drawings.

#### 105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

- A. Work performed and materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and materials requirements, including tolerances, shown on the plans or indicated in the specifications.

- B. In the event the Engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications, but that acceptable work has been produced, the Engineer shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification concurred in by the Contracting Agency which will provide for an appropriate adjustment in the contract price for such work or materials as the Engineer deems necessary to conform to the Engineer's determination based on engineering judgment.
- C. In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no additional cost to the Contracting Agency.

#### **105.04 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS**

- A. The specifications, supplemental specifications, plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. These documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern:
  - 1. Permits from other agencies as may be required by law.
  - 2. Special Provisions.
  - 3. Plans.
  - 4. Uniform Standard Drawings.
  - 5. Uniform Standard Specifications.
  - 6. Reference Specifications.
- B. Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over Items 2, 3, 4, 5, and 6 listed above. Detailed plans shall have precedence over general plans.
- C. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

#### **105.05 COOPERATION BY CONTRACTOR**

- A. The Contractor will be supplied with a minimum of 4 sets of approved plans and contract assemblies including special provisions, one set of which the Contractor shall keep available on the work at all times. Additional copies of plans and special provisions may be obtained by the Contractor upon written request to the Contracting Agency.
- B. The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, the Engineer's inspectors, and other contractors in every way possible.

- C. The Contractor shall maintain a telephone for the duration of the contract, at no additional cost to the Contracting Agency, where the Contractor or the Contractor's authorized representative may be reached directly or by message at all times.
- D. The prime Contractor shall have on the work at all times, as the Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or the Engineer's authorized representatives. Such superintendent shall be designated in writing before starting work. The superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.
- E. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer to the Contractor's superintendent, foreman, or other person in charge of the operation, who is present, and these orders shall have the same force and effect as if given to the Contractor or the Contractor's designated representative.
- F. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor be given or confirmed by the Engineer in writing.

#### **105.06 COOPERATION WITH UTILITIES**

- A. The Permittee, in the case of private contract, and the Contracting Agency, in the case of cash contract or Special Improvement District contract, will search known substructure records which describe the location of utility substructures, and will indicate on the plans for the project those substructures, except for service connections, which may affect the work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.
- B. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the plans, the Contractor, for the purpose of preparing the Contractor's bid, shall assume that every property parcel will be served by a service connection for each type of utility.
- C. At least 2 working days before entering on the work, the Contractor shall notify all the utility owners to mark or otherwise indicate the approximate location of their subsurface facilities including, but not limited to, structures, main conduits, and service connections. This requirement will not apply to sewer and storm drain installations where their location and depth are shown on the plans for the project.
- D. It shall be the Contractor's responsibility to determine the location and depth of all utilities, including service connections, for which approximate locations have been marked by the respective owners and which the Contractor believes may affect or be affected by the Contractor's operations. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.
- E. The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the owner or an order from the Contracting Agency.
- F. Where protection is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at no additional cost to the Contracting Agency.

- G. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the plans, or not properly marked, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in Subsection [104.03](#), "Extra Work."
- H. The Contractor shall immediately notify the Engineer and the utility owner if the Contractor disturbs or damages any utility. The Contractor shall bear the costs of repair or replacement of any utility damaged if properly located as provided.
- I. When placing concrete around or contiguous to any utility installation, the Contractor, at no additional cost to the Contracting Agency, shall (1) furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or (2) provide a sleeve or other opening which will result in a 2-inch minimum clear annular space between the concrete and the utility; or (3) provide other acceptable means to prevent embedment in or bonding to the concrete. The standards of the affected utility company shall prevail. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation, or where the coating, bedding, or other cathodic protection system is exposed or damaged by the Contractor's operations, or as may be required by the work, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.
- J. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the plans or indicated in the bid documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the Contractor shall ascertain from the Contracting Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be absorbed in the bid for the items of work necessitating such removals.
- K. When feasible, the owners responsible for utilities within the area affected by the work shall complete their necessary installations, relocations, repairs or replacements before commencement of work by the Contractor. When the Special Provisions or plans indicate that a utility installation is to be relocated, altered, or constructed by others, the Contracting Agency will conduct all negotiations with the owners and the work will be done at no cost to the Contractor, except as provided in Subsection [107.17](#), "Contractor's Responsibility for Utility Property and Service." Utilities that are relocated in order to avoid interference with the proposed permanent work shall be protected in their relocated position and the cost of such protection shall be absorbed in the various items of the contract.
- L. A utility company installing a new line is responsible for relocation of other utility company facilities if the new line conflicts with existing locations.
- M. When the plans or specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for the Contractor's own convenience shall be the Contractor's responsibility, and the Contractor shall make all arrangements and bear all costs.
- N. The utility owner will relocate service connections as necessary within the limits of the work or within temporary construction or slope easement unless otherwise specified. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of Subsection [104.03](#), "Extra

Work." Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may, for the Contractor's own convenience or to expedite the work, agree with the owner of any utility to disconnect and reconnect interfering service connections. The Contracting Agency will not be involved in any such agreement.

- O. The Contractor shall notify the Contracting Agency of the Contractor's construction schedule insofar as it affects the protection, removal, or relocation of utilities. This notification shall be in writing and shall be included as a part of the construction schedule required by Subsection [108.03](#), "Prosecution and Progress." The Contractor shall notify the Contracting Agency in writing of any subsequent changes in the Contractor's construction schedule which will affect the time available for protection, removal, or relocation of utilities.
- P. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed. The Contractor may be given an extension of time for unforeseen delays attributable to utility relocations or alterations not shown or incorrectly shown on the plans, or for unreasonably protracted interference by utilities in performing work correctly shown on the plans. If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Contracting Agency may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable as provided in Subsection [108.12](#), "Right-of-Way Delays."
- Q. When necessary, the Contractor shall so conduct the Contractor's operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the contract work.

#### **105.07 COOPERATION BETWEEN CONTRACTORS**

- A. The Contracting Agency reserves the right at any time to contract and perform other or additional work on or near the work covered by the contract.
- B. When separate contracts are let within the limits of any one project, each Contractor shall conduct Contractor's work so as not to interfere with or hinder the progress or completion of the work being performed by the other Contractors. Contractors working on the same project shall cooperate with each other as directed.
- C. Each Contractor involved shall assume all liability, financial or otherwise, in connection with Contractor's contract and shall protect and save harmless the Contracting Agency from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by Contractor because of the presence and operations of other Contractors working within the limits of the same project.
- D. The Contractor shall arrange Contractor's work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same project. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform the work in proper sequence to that of the others.

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

- A. The Contractor shall notify the Engineer at least 7 days before starting work in order that the Engineer may take necessary measures to ensure the preservation of survey monuments and bench marks. The Contractor shall not disturb permanent survey monuments or bench marks without the consent of the Engineer, and shall bear the

- expense of replacing any that may be disturbed without permission. Replacement shall be done only by the Engineer.
- B. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade unless otherwise specified.
  - C. The Contractor shall preserve property line and corner survey markers except where their destruction is unavoidable, and the Contractor is proceeding in accordance with accepted practice. Markers that otherwise are lost or disturbed by Contractor's operations shall be replaced at the Contractor's expense by a Registered Land Surveyor.
  - D. Except for private contracts, the Engineer will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor.
  - E. The Contractor shall notify the Engineer at least 2 working days before Contractor will require survey services in connection with the laying out of any portion of the work. The Contractor shall dig all holes necessary for line and grade stakes.
  - F. The Engineer will furnish and set construction stakes establishing lines and grades for street excavation, finished base gravel, curb and gutter, walks, structures, and utilities, and will furnish the Contractor all the necessary information relating to the lines and grades. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work.
  - G. The line and grade stakes will be offset from the construction area. The stakes will show the offset distance, stationing, and required cut or fill to the finished grade or flow line as indicated on the plans. Grade stakes shall be set by the Engineer to the finished grade of the subgrade and also of the base gravel and the tops of these stakes marked blue or red. All stakes and grade shall be set with a surveyor's level or transit.
  - H. The Contractor shall construct the work in accordance with the Engineer's stakes and marks, making use of them before they are disturbed, and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks. The Contractor shall be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Engineer, any of the stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against, and deducted from, the payment for the work.
  - I. Surveying by private engineers on work under the control of the Contracting Agency shall conform to the quality and practice required by the Engineer.
  - J. Work upon completion shall conform to the lines, elevations, and grades shown on the plans, or as ordered by the Engineer.
  - K. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.
  - L. Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

**105.09 BLANK****105.10 DUTIES OF THE INSPECTOR**

- A. Inspectors for the Contracting Agency will be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act in any capacity for the Contractor.

**105.11 INSPECTION**

- A. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be provided acceptable access to all parts of the work and shall be furnished with such information and assistance by the Contractor as required to make a complete and detailed inspection.
- B. Any work done or materials used without inspection by an authorized Contracting Agency representative may be ordered removed unless the material meets the specifications and shall be replaced at no additional cost to the Contracting Agency unless the Contracting Agency representative failed to inspect after having been given notice in writing that the work was to be performed. If the noninspected work or material proves acceptable the work or material may remain, but any expenses entailed in a late inspection shall be the Contractor's.
- C. If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering, or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing and replacing of the covering, or making good of the parts removed will be at no additional cost to the Contracting Agency.
- D. When facilities of any unit of government or political subdivision or of any railroad corporation or public utility corporation are adjusted or constructed as a part of the work covered by this contract, its respective representatives shall have the right to inspect the work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation or public utility corporation a party to this contract, and shall in no way interfere with the rights of either party thereunder.

**105.12 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

- A. All work which does not conform to the requirements of the contract will be considered as unacceptable work, unless otherwise determined acceptable under the provisions in Subsection [105.03](#), "Conformity with Plans and Specifications."
- B. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.
- C. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or as given except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions

of the contract. Work so done may be ordered removed or replaced at no additional cost to the Contracting Agency.

- D. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Contracting Agency will have authority to cause unacceptable work to be remedied or removed or replaced and unauthorized work to be removed and to withhold the costs from any money due or to become due to the Contractor.

### **105.13 LOAD AND SPEED RESTRICTIONS**

- A. The Contractor shall be responsible for all damage to the work caused by Contractor's hauling equipment.
- B. In hauling material for incorporation in portions of the project, loads which are in excess of the limits set by the Contracting Agency will not be permitted on any existing bridge or new and existing bituminous base and surface, cement treated base, or Portland cement concrete paving which is to remain in place for vehicular traffic within the project or between the project and the pits or other sources of materials. Load limits established by the Contracting Agency for the project shall be complied with regardless of the source of materials, whether from described pits, approved pits, or commercial sources. Unless otherwise stated in the Special Provisions, the maximum loads shall not exceed the limits set forth in Chapter 484, "Traffic Laws," of the Nevada Revised Statutes and all acts amendatory thereto or supplementary thereto.
- C. Construction loads greater than legal loads may be carried over any new bridge structure within the project providing the Contractor complies with all of the following limitations and provisions:
1. Concrete in any such structure shall have attained designed strength as shown on the structure plans.
  2. The gross load of the vehicle shall not exceed 108,000 pounds.
  3. Gross load on any individual axle shall not exceed 48,000 pounds.
  4. The gross load on any individual set of tandem axles spaced not more than 6 feet apart shall not exceed 72,000 pounds.
  5. The center to center spacing of individual axles or center to center spacing of pairs of tandem axles shall not be less than 14 feet.
  6. No more than one lane of vehicles shall operate over any structure.
  7. The speed of any vehicle approaching or traveling on any structure shall not exceed 10 mph.
  8. The roadway surface approaching any structure shall be kept smooth and uniformly graded for 150 feet each side of the structure and shall be maintained to provide a uniform transition onto the structure.
  9. A cover of 6 inches  $\pm$  1 inch shall be placed and maintained on the decks of all structures. Cover material shall not include rocks of diameter greater than 2 inches.
- D. The limitations specified in items 2, 3, 4, 5, 6, 7, 8, and 9 above may be waived for all reinforced concrete box culverts providing that the depth of fill compacted and in place over the reinforced concrete box culvert is equal to or greater than the distance between

inside faces of outside walls measured along center line of roadway. Fill may be placed not to exceed profile grade elevation.

- E. Construction loads greater than legal loads may be carried over structures within the project which have spans of 10 feet to 20 feet only when the Contractor complies with the above Subparagraph C, numbers 3 through 9, inclusive; however, the limitations as set forth in Subparagraph C, numbers 3 through 5, inclusive, may be waived by the Engineer for reinforced concrete box structures which are adequately supported by shoring. The Contractor shall submit Contractor's proposed shoring details and the actual loads and axle spacings to the Engineer for review prior to the planned hauling. Approval will be based on a review of the shoring details and a physical inspection of the shoring complete and in place.
- F. The Engineer shall make sufficient checks to satisfy Engineer that the Contractor is complying with all limitations, and any violation shall result in denying the Contractor use of the structure until the violation has been corrected to the satisfaction of the Engineer.
- G. The provision that the Contractor may haul construction loads greater than legal loads on new structures shall not relieve the Contractor of Contractor's responsibility for all damage caused by Contractor's hauling equipment.
- H. The Engineer may, for the protection of the traveling public, establish speed limits on or adjacent to the project. Such limitations of speed shall be strictly observed by the Contractor.

#### **105.14 MAINTENANCE DURING CONSTRUCTION**

- A. The Contractor shall maintain the work during construction and until the project is accepted, except as provided for in Subsections [104.04](#), "Maintenance of Traffic," and [107.15](#), "Relief from Maintenance and Responsibility." This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway and structures are at all times, to be kept in a condition satisfactory to the Engineer.
- B. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
- C. Except as provided for in Subsections [104.04](#), "Maintenance of Traffic," and [107.15](#), "Relief from Maintenance and Responsibility," all costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

#### **105.15 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE**

- A. If the Contractor, at any time, fails to comply with the provisions of Subsection [105.14](#), "Maintenance During Construction," the Engineer will immediately notify the Contractor in writing of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project, and the entire cost of this maintenance will be deducted from money due or to become due the Contractor.
- B. If a condition develops that is dangerous to public safety in the opinion of the Engineer, such condition may be immediately remedied with whatever means is available and the cost of this maintenance will be deducted from money due or to become due to the Contractor.

**105.16 FINAL ACCEPTANCE**

- A. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection and if all construction and final cleanup provided for and contemplated by the contract are found completed to Engineer's satisfaction, that inspection shall constitute the final inspection and the Engineer will so advise the governing body or commission, who will notify the Contractor in writing of the acceptance of the contract as of the date of the final inspection. Such notice will not be given to the board or commission until all work has been completed to the satisfaction of the Engineer.

**105.17 CLAIMS FOR ADJUSTMENT AND DISPUTES**

- A. If, in any case, the Contractor deems that additional compensation is due Contractor for work or material not clearly covered in the contract or not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of Contractor's intention to make claim for such additional compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given, and the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Engineer, is found to be just, it will be paid as extra work as provided herein for "Force Account" work. Nothing in this subsection shall be construed as establishing any claim contrary to the terms of Subsection [104.02](#), "Increased or Decreased Quantities and Change in Character of Work."
- B. For all claims, the Contractor shall certify in writing that the claim is made in good faith, that the supporting data are accurate and complete to the best of Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Contracting Agency is liable. Subcontractor claims shall not be considered except as submitted by the Contractor as the Contractor's claims.
- C. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association.