

SECTION 00725

SCOPE OF WORK

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. Section 01282: Payment
- B. Section 01355: Environmental Protection
- C. Section 01741: Final Cleanup

1.2 REFERENCES

- A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

1.3 INTENT OF CONTRACT

- A. Furnish all resources and incidentals required to complete the specified work.

1.4 PARTNERING

- A. Partnering does not change the legal relationship of the parties to the Contract, and does not relieve either party from any of the terms of the Contract.
- B. The Department encourages the formation of a strong partnership among the Department, the Contractor, and the Contractor's principal subcontractors. This partnership draws on the strengths of each organization to identify and achieve mutual goals.
- C. Both the Department and the Contractor agree to and share equally any costs to accomplish partnering.
- D. Workshops may be held periodically as agreed by the Contractor and the Department.

1.5 DIFFERING SITE CONDITIONS, CHANGES AND EXTRA WORK

- A. Promptly notify the Engineer in writing of alleged changes to the Contract due to differing site conditions, extra work, altered work beyond the scope of the Contract, or actions taken by the Department that change the Contract terms and conditions. Conditions to report include:
 - 1. Conditions differing materially from those indicated in the Contract.
 - 2. Unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to the work provided for in the Contract.

- B. Do not perform further work or incur further contract item expense relating to the claimed change after the date the change allegedly occurred, unless directed otherwise in writing by the Engineer.

- C. Immediately notify the Engineer verbally of the alleged change or extra work occasioned by differing site conditions or actions by the Department. Provide the following applicable information to the Engineer in writing within five calendar days of the date the change or action was noted:
 - 1. The date of occurrence and the nature and circumstances of the occurrence that constitute a change.
 - 2. Name, title, and activity of each Department representative knowledgeable of the claimed change.
 - 3. Identity of any documents and the substance of any oral communication involved in the claimed change.
 - 4. Basis for a claim of accelerated schedule performance, if applicable.
 - 5. Basis for a claim that the work is not required by the Contract, if applicable.
 - 6. Failure to provide the required notice constitutes a waiver of any and all claims that may arise as a result of the alleged change. Department does not allow adjustments to the Contract that benefit the Contractor unless the Contractor has provided the required written notice.

- D. Particular elements of contract performance for which additional compensation may be sought include:
 - 1. Pay items that have been or may be affected by the claimed change.
 - 2. Labor or materials, or both, that are added, deleted or wasted by the claimed change and what equipment is idled or required.
 - 3. Delay and disruption in the manner and sequence of performance that has been or will be caused.
 - 4. Adjustments to contract prices, delivery schedules, staging, and contract time estimated due to the claimed change.
 - 5. Estimate of the time within which the Department must respond to the notice to minimize cost, delay, or disruption of performance.

- E. After notifying the Engineer, and in the absence of directions received to the contrary from an authorized representative of the Department, continue diligent prosecution of the work under the Contract to the maximum extent possible under the contract provisions.
- F. Within 10 calendar days after receipt of notice, the Engineer responds in writing to the Contractor to:
 - 1. Confirm that a change occurred and, when necessary, direct the method and manner of further performance, or
 - 2. Deny that a change occurred and, when necessary, direct the method and manner of further performance, or
 - 3. Advise the Contractor that information necessary for deciding to confirm or deny the change has not been submitted, and indicate what information is needed for further review and date by which the Contractor should submit it to the Engineer. The Engineer responds to such additional information within 10 calendar days of receipt from the Contractor.
 - 4. Modify the Contract in writing accordingly.
- G. Any adjustments made to the Contract do not include increased compensation or time extensions for delay resulting from the Contractor's failure to provide additional information requested by the Engineer.

1.6 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

- A. The Engineer reserves the right at any time during the work to make written changes in quantities and alterations in the work that are necessary to satisfactorily complete the project.
- B. Such changes in quantities and alterations do not invalidate the Contract or release the surety, and the Contractor agrees to perform the work as altered.
- C. Department adjusts the Contract, excluding anticipated profits, if the alterations or changes in quantities significantly change the character of the work under the Contract.
 - 1. Such alterations or changes can be in themselves significant changes to the character of the work, or by their effect, can cause other work to become significantly different in character.
 - 2. Agree upon the basis for Contract adjustment before beginning work.
 - 3. If a basis cannot be agreed upon, the Engineer may order the work to proceed under the Force Account provisions of Section 01282.
- D. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the Department pays for the altered work as provided elsewhere in the Contract.

- E. The term “significant change” applies only to the following circumstances:
1. When the character of the altered work differs materially in kind or nature from that involved or included in the original proposed construction, or
 2. When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.
 - a. Any adjustment for an increase in quantity applies only to that portion in excess of 125 percent of the original contract quantity.
 - b. When a major item of work is decreased below 75 percent of the estimated quantity, the Department pays actual costs up to a maximum amount equal to the dollar value of 75 percent of the estimated quantity at the Contract unit price. The Department does not allow for any other compensation resulting from work decreased below 75 percent of the estimated quantity.
 3. When a minor item of work, as defined elsewhere in the Contract, is increased in excess of 150 percent or decreased below 50 percent of the original contract quantity.
 - a. Any adjustment for an increase in quantity applies only to that portion in excess of 150 percent of the original contract quantity.
 - b. When a minor item of work is decreased below 50 percent of the estimated quantity, the Department pays actual costs up to a maximum amount equal to the dollar value of 50 percent of the estimated quantity at the Contract unit price. The Department does not allow for any other compensation resulting from work decreased below 50 percent of the estimated quantity.
 4. Adjustments may be either for or against the Contractor in such an amount the Engineer may determine to be fair and equitable.

1.7 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

- A. If the Engineer suspends or delays in writing the performance of all or any portion of the work for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry), and the Contractor believes that additional compensation or contract time or both are due as a result of such suspension or delay, submit to the Engineer a written request for adjustment within seven calendar days of receipt of the notice to resume work. Explain in the request the reasons and support for such adjustment.
- B. Upon receipt of request, the Engineer:
1. Evaluates the request.
 2. Adjusts (excluding profit) and modifies the Contract in writing accordingly, if the Engineer agrees that:
 - a. The suspension increased the cost and/or time required for the performance of the Contract.

- b. The suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier.
 - c. The suspension was not caused by weather.
- C. The Engineer notifies the Contractor of whether or not an adjustment of the Contract is warranted.
- D. Department does not allow adjustment to the Contract unless the Contractor has submitted the request for adjustment within seven calendar days of receipt of the notice to resume work.
- E. Department does not allow adjustments to the Contract to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

1.8 MAINTAINING TRAFFIC

- A. Keep roads open to traffic during the work and work suspensions or provide and maintain detour roads as specified or directed.
 - 1. Keep publicly and privately used roadways in a condition that safely and adequately accommodates traffic 24 hours a day and seven days a week.
 - 2. Provide traffic control in compliance with the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control provisions of the Specifications, and the Traffic Control Plans.
 - 3. Maintain the sections of road undergoing improvement.
 - 4. Failure to maintain traffic is cause for the Department to take action to meet the requirements of this specification. Department deducts its costs incurred in such action from money due the Contractor.
- B. Snow removal is not required during periods of winter shutdown or when the Department suspends construction operations. The Department does not additionally compensate for maintenance except for specific work directed by the Engineer.
- C. Suspensions ordered by the Engineer: The Department maintains temporary roadways and portions of the project during work suspensions.
 - 1. Resume maintenance for the entire project once work proceeds.
 - 2. Replace or restore any work or materials lost or damaged because of temporary use of the project.
 - 3. Remove work or materials used for temporary maintenance, and complete the project as though the work had been continuous and without interference.

4. Department pays for maintenance required for events beyond the Contractor's control during work suspensions at contract prices or as extra work.
- D. Other Suspensions of Work: Maintain the roadway at no additional cost to Department to accommodate traffic during suspensions resulting from:
1. Seasonal or climatic conditions.
 2. Failure to correct conditions unsafe for the workers or the general public.
 3. Failure to carry out orders of the Engineer.
 4. Any other reasons caused by the Contractor.

1.9 USE OF ON-SITE MATERIALS

- A. Obtain approval before using excavated materials found on the work site that are suitable for completing other bid items of work. The Department pays for the quantity of excavated materials at the Contract unit price for roadway excavation and under the pay item for which the material is used.
- B. Replace excavated material used for completing other bid items of work with acceptable material at no additional cost to the Department.
1. Department does not charge for the materials used.
 2. Obtain approval before excavating material outside grading limits but within the highway right-of-way.
 3. Compact replacement material to the density requirements specified for roadway embankment construction.
- C. Structure materials designated for removal may be used temporarily in the work.

1.10 FINAL CLEANUP

- A. Clean the highway, project, borrow and local material source sites, and all areas occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, etc. before final inspection and acceptance. Refer to Section 01741.

1.11 RESTORATION OF SURFACES OPENED BY PERMIT

- A. Allow individuals, firm or corporation with authorized permits to enter the project to construct or reconstruct any utility service.
- B. Repair damage caused by the permit holder when directed. Department pays for repair work as extra work, or as provided in the Contract.

1.12 RAILWAY - HIGHWAY PROVISIONS

- A. The Department arranges with the railway for new crossings or for existing crossings used during the work.
- B. Obtain approval from the railway and pay for the use of crossings not specified in the Contract.
- C. Avoid accidents, damage, unnecessary delay, or any interference with the movement of trains, traffic of the railway company, or other property.
- D. Department does not reimburse for railroad flagging and inspection.
- E. Hold a preconstruction conference and give written notice to the Manager of Industry and Public Projects or equivalent position for the railroad company, when railroads are involved, at least 15 days before beginning any construction work on railroad right-of-way. Coordinate a work schedule based on the actual date both parties can begin work.
- F. Give at least 48 hours verbal notice to the Manager of Track Maintenance or equivalent position for the railroad company having responsibility for the area the project is in before beginning work once the work dates have been established.
- G. Give written notification to the Superintendent or equivalent position least five days before any cancellation of work, and 15 days before continuing work.
- H. Execute a Right-of-Entry Agreement with the railroad company prior to performing any work within the railroad's right-of-way. Send executed copies of this agreement to the Engineer and UDOT's Region Utilities and Railroads Coordinator.
- I. Cleanup the right-of-way to the satisfaction of the railroad company. Contractor pays for any cleanup done by the railroad company to the railroad company's right-of-way that should have been done by the Contractor.
- J. Railroad company personnel do flagging and inspection when work and/or equipment of the Contractor is within 25 ft of any of the railroad company's tracks.
- K. Determine the cost of required railroad flagging and/or inspection and cleanup crew. Include these costs in mobilization.

- L. UDOT deducts payment under a construction accounting item for “Railroad Flagging, Inspection and Cleanup,” and pays the railroad directly for verified billings. No other compensation to the Contractor for this item is allowed.
- M. Refer to project plans for names of railroad companies.

1.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS

- A. Do not interfere with the navigation of waterways when conducting work over, on, or adjacent to navigable waters.
- B. Comply with all conditions of the permit from the U.S. Coast Guard or the U.S. Army Corps of Engineers.

1.14 CONTRACTOR’S RESPONSIBILITY FOR WORK

- A. Protect the work against injury or damage from all causes whether or not related to performing the work until written acceptance of the project is given.
- B. Rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work, under the control of the Contractor at no cost to the Department before receiving final acceptance.
- C. Rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work, not under the control of the Contractor, under agreed unit prices or as extra work under Section 01282.
 - 1. Items not under the Contractor’s control include, but are not limited to, acts of God or other cataclysmic phenomena of nature, acts of the public enemy, or acts of governmental authorities, damage caused by third party errant vehicles, and vandalism.
- D. When work is suspended for any cause:
 - 1. Protect the project from damage.
 - 2. Provide for normal drainage.
 - 3. Erect any necessary temporary structures, signs, or other facilities.
 - 4. Maintain all newly established plantings, seeding, and sodding and protect new tree growth and other designated vegetative growth in acceptable condition.

1.15 ENVIRONMENTAL PROTECTION

- A. Refer to Section 01355.

1.16 VALUE ENGINEERING - CONTRACTOR PROPOSALS

- A. Savings resulting from a Value Engineering Change Proposal (VECP) offered by the Contractor and approved by the Department is shared equally.
- B. Base contract bid prices on specified work rather than on VECPs that are subject to Department approval. If a VECP is rejected, complete the Contract as bid.
- C. The Department considers proposals that may potentially result in savings without damaging essential functions and characteristics of the facility, including but not limited to service life, economy of operation, ease of maintenance, desired ability, safety, and approximate estimated savings.

1.17 VALUE ENGINEERING - SUBMITTING PROPOSALS

- A. Submit the following materials and information with each proposal:
 - 1. A statement that the submission is a VECP.
 - 2. A description of the existing work and the proposed changes for performing the work. Discuss the comparative advantages and disadvantages of each.
 - 3. A complete set of plans and specifications showing proposed revisions to the original Contract.
 - 4. A detailed cost estimate for performing the work under the existing Contract and under the proposed change.
 - 5. A time frame within which the Department must make a decision.
 - 6. A statement of the probable effect the proposal would have on the contract completion time.
 - 7. A description of any previous use or tests of the proposal, the conditions, and the result and the dates, project numbers, and the Department's action on the proposal if previously submitted.
- B. The Department determines and notifies the Contractor within five working days that there is insufficient review time for a response.
- C. The Department evaluates the need for a non-compensable delay adjustment to the Contract based on additional review time necessary and its effect on the Contractor's schedule.
- D. The Contractor has no claim against the Department for compensable or noncompensable delay resulting from the failure to respond within the time indicated in this article when additional information is necessary to complete the review.

1.18 VALUE ENGINEERING - CONDITIONS FOR PROPOSALS

- A. The Department only considers VECs that meet the following conditions:
 - 1. Value Engineering proposals, regardless of their approval by the Department, apply only to the current proposal and become property of the Department.
 - a. Submit proposals without restrictions on use or disclosure.
 - b. The Department may duplicate or disclose any data necessary to use the proposal.
 - c. The Department can apply a proposal for general use on other Contracts it administers.
 - d. The purpose of this provision is to ensure legal right with respect to patented materials or processes.
- B. Use only proven features that have been employed under similar conditions or projects acceptable to the Department.
- C. The Department decides whether or not to accept a proposal. Basis for proposal rejection include requirements for excessive review, evaluation, and/or investigation, or inconsistency with project design policies or criteria.
- D. The Department rejects proposals that:
 - 1. Provide equivalent options to those already in the Contract.
 - 2. Reduce overall pavement structural value.
- E. VECs related to pavement section changes must include the following:
 - 1. A pavement design for each pavement section in the proposal, performed according to the UDOT Pavement Management and Pavement Design Guide.
 - 2. A life-cycle cost analysis that identifies the benefits, overall cost savings, or increase in quality to the Department, based on the new pavement section.
 - 3. Documentation from an AASHTO accredited lab regarding the determination of structural properties of any materials not currently identified within the contract.
- F. The Department may reject proposals that:
 - 1. Contain revisions the Department is already considering or has approved for the Contract.
 - 2. Do not generate sufficient savings.
 - 3. Do not provide additional information as requested by the Department including requests for field investigation results and surveys, design computations, and field change sheet for proposed design changes.

- G. If the proposal is rejected, the Contractor has no claim to additional costs or delays, including development costs, loss of anticipated profits, or increased material or labor costs.
- H. The Engineer can reject all unsatisfactory work resulting from an approved proposal.
 - 1. Remove rejected work and reconstruct under the original contract provisions at no additional cost to Department.
 - 2. Reimbursement for modifications to the proposal to adjust field or other conditions is limited to the total amount of the contract bid prices.
 - 3. Rejection or limitation of reimbursement is not basis for any claim against the Department.
- I. The Department does not consider savings generated by contingency items when it is reduced as part of a VECP, unless it can be tied to a reduction in contract time.

1.19 VALUE ENGINEERING - PAYMENT

- A. The Department pays by change order for Value Engineering proposals accepted in whole or in part. Department pays as follows:
 - 1. The Contract incorporates changes in quantities of unit bid items, and/or new agreed price items, as appropriate.
 - 2. Department pays directly for cost of the revised work. The Department pays the Contractor 50 percent of the savings reflected by the difference between cost of revised work and the original bid price.
 - 3. Department does not reimburse costs to develop, design, and implement the proposal.
 - 4. Only a Contractor may submit proposals and be reimbursed for savings. The Contractor can submit proposals for an approved subcontractor.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION