

**SECTION 00725**

**SCOPE OF WORK**

**PART 1 GENERAL**

**1.1 RELATED SECTIONS**

- A. Section 00555: Prosecution and Progress.
- B. Section 01282 Payment.
- C. Section 01355: Environmental Protection.
- D. Section 01741: Final Cleanup

**1.2 INTENT OF CONTRACT**

- A. Complete all work and furnish all resources and other incidentals required to complete the specified work.

**1.3 VOLUNTARY PARTNERING**

- A. "Voluntary 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. To implement the partner initiative, the Contractor should contact the Department's Engineer within 30 days of Notice of Award and before the preconstruction conference. The Engineer facilitates a planning meeting to determine attendees, agenda, duration, and location of a partnering workshop.
- D. Partnership are multilateral, and participation is totally voluntary. Both the Department and the Contractor agree to, and share equally any costs to accomplish the partnering.

- E. Persons who should attend the workshop:
  - 1. Contractor's corporate level manager.
  - 2. Contractor and key project supervisory personnel.
  - 3. Principal subcontractors.
  - 4. Department's Deputy Construction Engineer.
  - 5. Department's Region Construction Engineer.
  - 6. The Engineer and key project personnel.
  - 7. The Project Design Engineer.
  - 8. The Project Manager.
  - 9. Local government personnel.
  - 10. Major utilities.
  
- F. Follow-up workshops may be held periodically as agreed by the Contractor and the Department.

#### **1.4 DIFFERING SITE CONDITIONS**

- A. During the progress of the work, if subsurface or latent physical conditions are encountered at the site, promptly notify the Engineer in writing of the specific differing conditions before the site is disturbed and before the affected work is performed. 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. Upon written notification, the Engineer:
  - 1. Investigates the conditions.
  - 2. Determines if the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract.
  - 3. Notifies the Contractor whether or not an adjustment of the Contract is warranted. If warranted, makes an adjustment, excluding anticipated profits as follows:
    - a. Adjustments in contract time are made in accordance with Section 00555, articles, "Determining Contract Time, and "Extending Contract Time."
    - b. Payment is made under the provisions of Section 01282, article, "Differing Site Conditions, Changes, Extra Work," and articles concerning Force Account Work (General, Labor, Materials, Contractor-Owned Equipment, Rented or Leased Equipment, Subcontracts, and Statements).

4. Modify the Contract in writing accordingly.
- C. Department does not allow adjustments to the Contract that benefit the Contractor unless the Contractor has provided the required written notice as specified in this Section, article, "Notification of Differing Site Conditions, Changes and Extra Work."

## **1.5 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. The Department initiates and the Contractor agrees to the basis for the adjustment before the performance of the work.
  3. If a basis cannot be agreed upon, then the Engineer adjusts the contract either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
  4. Department pays for the alterations in the work or changed quantities as provided in Section 01282, articles:
    - a. Altered Quantities
    - b. Differing Site Conditions, Changes, Extra Work
    - c. Force Account Work (General, Labor, Materials, Contractor-Owned Equipment, Rented or Leased Equipment, Subcontracts, Compensation).
  5. If the directed changes require additional time to complete the Contract, Department adjusts the contract time in accordance with Section 00555, articles, "Determining Contract Time," and "Extending Contract Time."
- 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 allowance for an increase in quantity applies only to that portion in excess of 125 percent of the original contract quantity.
    - b. Any allowance for a decrease below 75 percent applies only to the actual amount of work performed.
  - 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 allowance for an increase in quantity applies only to that portion in excess of 150 percent of the original contract quantity.
    - b. Any allowance for a decrease below 50 percent applies only to the actual amount of work performed.

## **1.6 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 7 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.

3. The Engineer notifies the Contractor of whether or not an adjustment of the Contract is warranted.
  - a. Department pays under the provisions of Section 01282, article, "Differing Site Conditions, Changes, Extra Work," and articles concerning Force Account Work (General, Labor, Materials, Contractor-Owned Equipment, Rented or Leased Equipment, Subcontracts, Compensation).
  - b. Department adjusts contract time in accordance with Section 00555, articles, "Determining Contract Time," and "Extending Contract Time."
- C. Department does not allow adjustment to the Contract unless the Contractor has submitted the request for adjustment within the time prescribed as specified in this Section, article, "Notification of Differing Site Conditions, Changes and Extra Work."
- D. Department does not allow adjustments to the Contract under this clause 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.

**1.7 NOTIFICATION OF DIFFERING SITE CONDITIONS, CHANGES AND EXTRA WORK**

- A. Promptly notify the Engineer 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.
- 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 5 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.
- D. Particular elements of contract performance for which additional compensation may be sought under this article include:
1. Pay item(s) that has (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. The failure to provide required notice under this article constitutes a waiver of any and all claims that may arise as a result of the alleged change.
- F. 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.
- G. 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.
- H. Any adjustments made to the Contract do not include increased costs or time extensions for delay resulting from the Contractor's failure to provide requested additional information under requirements of this article.

## **1.8 MAINTAINING TRAFFIC - GENERAL**

- A. Keep road(s) open to traffic during the work 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 7 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.
- B. Do not park equipment and vehicles, or store materials in the median on divided roadways or within 10 feet from the outside edge of the driving lane.
- C. Install guardrail so that uncompleted guardrail ends are not exposed to oncoming traffic. Diligently install or modify guardrails until complete.
- D. Failure to comply with "Maintaining Traffic" is cause for the Department to take action to meet the safety requirements of this specification. Department deducts its costs incurred in such action from money due.
- E. Snow removal is not be 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. See this Section, articles, "Maintaining Traffic - Special Detours," "Maintaining Traffic - During Suspension of Work," and "Maintaining Traffic - As Directed by the Engineer."

## **1.9 MAINTAINING TRAFFIC - SPECIAL DETOURS**

- A. When the Contract includes "Maintenance of Detours" or "Removing Existing Structures and Maintaining Traffic," the payment covers all costs to construct, maintain, water for dust control, and to obliterate the detours, including the construction and removal of temporary bridges and accessory features.
- B. The Department furnishes specified right-of-way for temporary highways or bridges.

### **1.10 MAINTAINING TRAFFIC - DURING SUSPENSION OF WORK**

- A. Keep sections of the project and temporary roadways passable and open to traffic during work suspensions.
- B. 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.
- C. 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.

### **1.11 MAINTAINING TRAFFIC - AS DIRECTED BY THE ENGINEER**

- A. Department pays for special maintenance directed by the Engineer that is not included in the Contract for the benefit of the traveling public, per unit prices or under Section 01282, article, "Differing Site Conditions, Changes, Extra Work," and articles concerning Force Account Work (General, Labor, Materials, Contractor-Owned Equipment, Rented or Leased Equipment, Subcontracts, Compensation).
- B. The Engineer determines the work to be classified as special maintenance.

### **1.12 RIGHTS IN AND USE OF MATERIAL FOUND ON THE WORK**

- 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.

#### **1.13 FINAL CLEANUP**

- A. Clean the highway, the project, borrow, and local material sources and all areas occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, etc. before final inspection and acceptance.
- B. Final cleanup cost is incidental to other items. Refer to Section 01741.

#### **1.14 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.

#### **1.15 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. Flagging and inspection is done by railroad company personnel when work and/or equipment of the Contractor is within 25 feet 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.

#### **1.16 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.

### **1.17 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, except as provided in this Section, article, "Suspensions of Work Ordered by the Engineer."
- B. Pay to rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause before receiving final acceptance.
  - 1. Exclude from payment any loss, injury, or damage to the work from event beyond the Contractor's direct control including acts of God or other cataclysmic phenomena of nature, acts of the public enemy, or acts of governmental authorities.
- C. 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, seedings, and soddings and protect new tree growth and other designated vegetative growth in acceptable condition.
  - 5. For reimbursement for costs incurred in periods of suspension, refer to this Section, article, "Maintaining Traffic - During Suspension of Work."

### **1.18 ENVIRONMENTAL PROTECTION**

- A. Refer to Section 01355.

### **1.19 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.

## **1.20 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 5 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 Section, article, "Value Engineering - Submitting Proposals," when additional information is necessary to complete the review.

## **1.21 VALUE ENGINEERING - CONDITIONS FOR PROPOSALS**

- A. The Department only considers VECPs 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. Change only pavement structure thickness or type.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

**1.22 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