

SECTION 00727

CONTROL OF WORK

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. Section 00555: Prosecution and Progress
- B. Section 00725: Scope of Work
- C. Section 01282: Payment
- D. Section 01721: Survey

1.2 AUTHORITY AND DUTIES OF THE ENGINEER

- A. The Engineer decides all questions regarding the quality and acceptability of materials furnished, work performed, rate of work progress, interpretation of the Contract Documents, and the acceptable fulfillment of the Contract.
- B. The Engineer has the authority by written order to suspend the work without liability to the Department wholly or in part if the Contractor fails to:
 - 1. Correct conditions unsafe for the project personnel or the public, or
 - 2. Complete contract provisions, or
 - 3. Comply with the Engineer's orders.
- C. The Engineer can suspend work wholly or partially for:
 - 1. Periods of unsuitable weather, or
 - 2. Conditions unsuitable for the prosecution of the work, or
 - 3. Any other condition or reason determined to be in the Department's interest.

1.3 PLANS AND WORKING DRAWINGS

- A. Keep one full set of plans (provided by the Department) on the project site at all times.
- B. Furnish to the Department structure plans with working drawings that detail required work not included in the Contract Plans.

- C. Include the cost of furnishing all working drawings in the related Contract Bid Items.

1.4 CONFORMITY WITH PLANS AND SPECIFICATIONS

- A. Perform work and furnish materials to meet Contract requirements.
- B. If the Contract provides for acceptance of a Contract item not complying fully with the minimum requirements, the Department uses the specified pay adjustment factors for payment.
- C. When a Contract item fails to meet Contract requirements but is adequate to serve the design purpose, the Engineer decides the extent to which the work will be accepted and remain in place. The Engineer documents the basis of acceptance by change order and adjusts the Contract Unit Price.
- D. Remove, replace, or correct work at no cost to the Department when a Contract item does not meet specified requirements and results in work inadequate to serve the design purpose.

1.5 COORDINATING PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS

- A. All supplementary documents are essential parts of the Contract and a requirement occurring in one is binding as though occurring in all. Supplementary documents are complementary and provide and describe the complete Contract.
- B. If there is a discrepancy, the governing ranking is:

| Dimensions | Information |
|-------------------|----------------------------|
| 1. Plan | 1. Special Provisions |
| 2. Calculated | 2. Plans |
| 3. Scaled | 3. Standard Specifications |
| | 4. Standard Plans |

- C. Do not take advantage of any apparent error or omission in the Contract.
- D. Notify the Engineer promptly of any omissions or errors in the Contract so that necessary corrections and interpretations can be made.

1.6 CONTRACTOR COOPERATION

- A. Facilitate progress of the work, and cooperate with Department inspectors and other contractors.
- B. Employ a competent superintendent experienced with the work being performed, and capable of reading and understanding the Contract Documents.
- C. The superintendent must be:
 - 1. Present at the project site at all times.
 - 2. Available to execute instructions and directions from the Engineer or authorized representatives.
 - 3. Authorized to act as agent for the Contractor on the work.
- D. Supply all necessary resources to complete the Contract, regardless of the amount of work sublet.

1.7 COOPERATION WITH UTILITIES

- A. Relocate or adjust utilities when specified.
 - 1. Use work procedures that consider the potential of inaccurate or inexact utility locations provided by utility owners, especially for underground installations.
 - 2. Cooperate with the utility owners to remove and rearrange underground or overhead utilities to avoid service interruption or duplicate work by the utility owner.
- B. Cooperate with the utility owners to adjust utility fixtures and appurtenances shown in the Contract plans.
- C. Use work procedures that protect utilities or appurtenances that remain in place during construction.
- D. The Department notifies utility companies, pipeline owners, or other utility agencies affected by the work to verify that all utility adjustments, within or adjacent to the construction limits, are made as soon as possible. Coordinate with utility companies.
- E. Notify the appropriate utility authorities of any service interruption resulting from breakage within the construction limits.
 - 1. Cooperate with authorities until service is restored.
 - 2. Work around fire hydrants only after obtaining approval by the local fire authority and then only after making provisions for continued service.

- F. Repair damage to utilities that results from carelessness or omission. Restore damaged facilities to the preexisting condition at no additional cost to the Department.
- G. When directed by Engineer, adjust or relocate utility facilities or appurtenances found but not noted in Contract Documents.
 - 1. Engineer coordinates with the utility owner.
 - 2. Department uses Section 00555 or Section 00725 for compensable or non-compensable adjustments to the Contract because of revised or added work.

1.8 COOPERATION BETWEEN CONTRACTORS

- A. The Department reserves the right to contract for and perform other or additional work on or near the work covered by the Contract.
- B. Cooperate with other contractors working within the project limits. Conduct work without interrupting or inhibiting the progress or completion of work by other contractors.
- C. Each contractor involved accepts all liability, financial or otherwise, in connection with the Contract.
- D. Each contractor protects and saves harmless the Department from any damages or claims caused by inconvenience, delay, or loss from the presence and work of other contractors working within the same project limits.
- E. Coordinate and sequence the work with other contractors. Arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project.

1.9 DEPARTMENT-PROVIDED ROADWAY ALIGNMENT CONTROL POINTS AND ELEVATION BENCH MARKS

- A. The Department provides roadway alignment control points and elevation bench marks.
- B. Department deducts the cost of replacing disturbed roadway alignment control points and elevation bench marks from contract payment. Refer to Section 01721, Article "Payment Procedures" for survey crew costs.

1.10 CONSTRUCTION SURVEY

- A. Perform the Construction Surveying necessary to properly control the entire work per Section 01721 "Survey".
- B. Verify all roadway alignment control points prior to beginning the work.
- C. Verify all elevation bench marks prior to beginning the work.

1.11 DUTIES OF INSPECTOR

- A. Department Inspectors are authorized to inspect all work and materials furnished.
 - 1. Inspection may extend to the preparation, fabrication, or manufacture of the materials to be used.
 - 2. The Inspector is not authorized to alter or waive the contract provisions, to issue instructions contrary to the Contract, or to act as foreman for the Contractor.
 - 3. The Inspector is authorized to reject work or materials until any issue in question can be referred to and decided by the Engineer.

1.12 INSPECTION OF WORK

- A. Provide information, assistance, and safe access to the Engineer for all parts of the work to obtain a complete and detailed inspection.
- B. Remove and replace work performed or materials used without supervision or inspection by an authorized Department representative at Contractor expense, if ordered. **Exception:** If the Department representative fails to inspect the work after receiving written notice 24 hours in advance of beginning work.
- C. Remove and uncover portions of finished work, as directed. Once inspected, restore work to Contract requirements.
 - 1. If the uncovered work is found acceptable, the Department pays for the additional cost to uncover, remove, and replace or make good the parts removed as extra work.
 - 2. If the work is found unacceptable, the Department does not pay for additional costs to uncover, remove, and replace the covering, or make good the parts removed.
- D. When a government agency, utility or railroad company is to accept or pay a portion of the Contract cost, that organization's representatives may inspect the work. The right to inspect does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

1.13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

- A. Remove and replace any unacceptable work before final acceptance.
 - 1. Work is considered unacceptable if it fails to meet the Contract requirements, unless accepted under this Section, article, "Conformity with Plans and Specifications."
- B. Work performed contrary to Engineer's instructions, work beyond plan limits, or extra work performed without the Engineer's permission:
 - 1. Is excluded from pay consideration.
 - 2. May be ordered removed, restored, or replaced by others at the Contractor's expense.

1.14 LOAD RESTRICTIONS

- A. Observe legal load restrictions when hauling equipment or materials on public roads beyond project limits.
 - 1. A special permit does not decrease Contractor liability for damage.
 - 2. Refer to the "Utah Regulations for Legal & Permitted Vehicles."
- B. Do not apply weight restrictions to equipment or materials hauled over subgrade.
- C. Do not exceed legal gross weight limits on any public roads, structures, or on any component of the pavement structure excluding granular borrow.
- D. Suspend construction operations when load restriction violations are observed until acceptable corrective measures are approved by the Engineer.
- E. When public roads are used to haul any type of excavation, borrow, backfill, base, or surfacing material, the Engineer contacts the appropriate law enforcement agency, if excess load violations are suspected.
- F. For materials imported to the job site (i.e. Asphalt, Cement, Concrete, Steel, etc.):
 - 1. Provide the Engineer with invoices showing the gross load weights.
 - 2. Department withholds payment for material used in the project if invoices are not provided.
 - 3. The Engineer notifies the appropriate enforcement agency if it is suspected that legal gross load limits are exceeded.

1.15 MAINTAINING THE WORK DURING CONSTRUCTION

- A. Maintain the work during construction in a satisfactory condition until the project is accepted.

1. Maintain traffic detour routes and project travel ways in accordance with the accepted traffic control plan.
- B. The Engineer immediately notifies the Contractor of failure to meet these provisions.
 1. The Engineer maintains the project if unsatisfactory maintenance is not remedied within 24 hours after receiving notice.
 2. The Department deducts the entire cost for the Engineer to maintain the work from the monies due or to become due the Contractor.
- C. Include in the bid unit prices the cost of maintaining work during construction until final acceptance.

1.16 OPENING SECTIONS OF PROJECT TO TRAFFIC

- A. The Engineer may order certain sections of work opened to traffic before completion or acceptance of the work.
- B. Opening sections of work does not constitute acceptance of the work or a waiver of any contract provisions.
- C. Maintain any section of roadway opened to traffic by order of the Engineer.
 1. When the ordered opening to traffic is not the result of Contractor fault or inactivity, Contractor is paid as provided in Section 01282.
 2. The Department prepares a change order when the opening is not provided for in the Contract. Department does not compensate the Contractor if the order to open is the result of Contractor fault or inactivity.
- D. Engineer gives written notice establishing a time period for completing features of the work for which the Contractor is late.
 1. Engineer may order all or a portion of the project opened to traffic if the Contractor fails to complete or make a reasonable effort to complete the late work.
 2. Assume liability and responsibility for maintaining the work and conduct the remaining construction operation with minimum interference to traffic without additional compensation.
- E. Repair damage to the project that is not attributable to traffic (except landslides) at no additional cost to Department.

1.17 FURNISHING RIGHT-OF-WAY

- A. The Department secures all necessary rights-of-way in advance of construction, except as provided in the Contract.

1.18 PROJECT ACCEPTANCE - PARTIAL

- A. May request final inspection of a unit when:
 - 1. A unit or portion of the project is substantially complete, and
 - 2. The unit or portion is considered or determined necessary for the convenience of traffic, such as a structure, an interchange, section of road, intersection, substation, or portion of highway lighting or traffic signal systems.
- B. If the unit has been completed according to the Contract, the Engineer may make written acceptance of that unit as complete and relieve the Contractor of further responsibility for that unit.

1.19 PROJECT ACCEPTANCE - FINAL

- A. The Engineer conducts an inspection upon receiving notice from the Contractor of project completion. If the Contract is found to be satisfactorily completed, the inspection constitutes the final inspection and the Engineer notifies the Contractor in writing the date the Contract was inspected and accepted.
- B. Immediately comply with and execute instructions given by the Engineer if the inspection discloses any unsatisfactory work.
- C. Upon correction of the work, the Engineer conducts another inspection that constitutes the final inspection.
- D. If the work has been satisfactorily completed, the Engineer notifies the Contractor in writing of the date of final inspection and acceptance.

1.20 PROCEDURES FOR RESOLUTION OF DISPUTES

- A. Notify Department verbally and in writing of the dispute under Section 00725, article, "Notification of Differing Site Conditions, Changes and Extra Work," before beginning or continuing the affected work, if additional compensation is considered due for work or material not covered in the Contract.
- B. The Engineer responds as described under Section 00725, article, "Notification of Differing Site Conditions, Changes and Extra Work," following notification, indicates whether or not a change has occurred, and provides further information concerning the method and manner of further performance of the work.

- C. Provide cooperation and information to the Engineer during the period of notification review and evaluation.
- D. Department does not grant additional compensation if verbal and or written notification is not given, or if the Engineer is not given proper facilities for keeping strict account of actual costs.
 - 1. Department does not construe notice by the Contractor, and the Engineer's accounting of costs as substantiating the validity of the claim.
 - 2. Department equitably adjusts the Contract if the dispute is found to have merit.

1.21 PROCEDURES FOR RESOLUTION OF CLAIMS

- A. Disputes that are not resolved are escalated to the claims procedure.
 - 1. Provide written notification of the intent to make a claim under Section 00725, article, "Notification of Differing Site Conditions, Changes and Extra Work."
 - 2. Submit the formal claim in writing and with sufficient detail to enable the Engineer to ascertain the basis and amount of the claim.
- B. As a minimum, include the following information with each claim submitted:
 - 1. A detailed factual statement of the claim for additional compensation and time, providing all necessary dates, locations, and items of work affected by the claim.
 - 2. The date actions resulting in the claim occurred or conditions resulting in the claim became evident.
 - 3. The name, title, and activity of each Department employee knowledgeable about facts that gave rise to the claim.
 - 4. The name, title, and activity of each Contractor employee knowledgeable about facts that gave rise to the claim.
 - 5. The specific provisions of the Contract that support the claim and a statement of the reasons why such provisions support the claim.
 - 6. All detailed facts which support positions related to a decision that the Contract leaves to the Engineer's discretion or provides that the Engineer's decision is final.
 - 7. Identity of pertinent documents, and the substance of any material verbal communications relating to the claim.
 - 8. A statement whether the additional compensation or extension of time is based on alleged breach of Contract.
 - 9. Copies of any identified documents, other than Department documents and documents previously furnished to the Department that support the claim (manuals that are standard to the industry may be included by reference).

10. For an extension of time include:
 - a. The specific days for which a time extension is requested.
 - b. The specific reasons a time extension should be granted.
 - c. The specific provisions under which a time extension is requested.
11. The exact amount of compensation requested and a breakdown of the cost into the following categories:
 - a. Direct labor.
 - b. Direct materials.
 - c. Direct equipment. Do not exceed actual cost on rates claimed for each piece of equipment. In the absence of actual equipment cost, the rates for the equipment, when in use, cannot exceed the rates established by Section 01282, article, "Differing Site Conditions, Changes, Extra Work," and articles, "Force Account Work - (General, Labor, Materials, Contractor-Owned Equipment, Rented or Leased Equipment, Subcontracts, and Compensation)." Break down the equipment cost in accordance with Section 01282, article, "Force Account work - Contractor-Owned Equipment," and article, "Force Account Work - Rented or Leased Equipment."
 - d. Job overhead.
 - e. Overhead (general and administrative).
 - f. Subcontractor's claims (in the same level of detail as specified in Contract documents is required for any subcontractor's claims).
12. Certification: Submit a statement to the Engineer containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

| | | |
|------|-------|---------|
| Name | Title | Company |
|------|-------|---------|

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Dated _____/s/_____
 Subscribed and sworn before me this _____ day of _____
 Notary Public _____
 My Commission Expires _____

- C. Failure to submit information and details as described in this Section for any claim constitutes a waiver of the claims.

1.22 RECORD KEEPING FOR RESOLUTION OF CLAIMS

- A. Maintain full and complete records of all costs and additional time incurred for any alleged claim.
- B. Permit the Engineer access to those records and any other records as required to determine the facts or contentions involved in the claim.
- C. Retain all records for a period of not less than three years after final acceptance.

1.23 AUDITING OF CLAIMS

- A. All claims filed against the Department are subject to audit at any time following the filing of the claim.
- B. Employees of the Department or an auditor under contract with the Department may conduct the audit. The audit may begin at any time during the life of the Contract, or 20 calendar days after notice is provided to the Contractor, the subcontractors, or the Contractor's agents if more than 60 calendar days after the final acceptance date of the Contract have elapsed.
- C. Provide adequate facilities acceptable to the Engineer for the audit during normal business hours. Cooperate with the auditors.
- D. Failure of the Contractor, subcontractors, or agents to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors, or agents constitutes a waiver of the claim and bars any recovery.
- E. As a minimum, make the following documents available to auditors:
 - 1. Daily time sheets and supervisor's daily reports.
 - 2. Union agreements.
 - 3. Insurance, welfare, and benefits records.
 - 4. Payroll registers.
 - 5. Earnings records.
 - 6. Payroll tax forms.
 - 7. Material invoices and requisitions.
 - 8. Material cost distribution work sheet.
 - 9. Equipment records (list of company equipment, rates, etc.).
 - 10. Vendors', rental agencies', subcontractors', and agents' invoices.

11. Subcontractors' and agents' payment certificates.
 12. Canceled checks (payroll and vendors).
 13. Job cost report.
 14. Job payroll ledger.
 15. General ledger.
 16. Cash disbursements journal.
 17. All documents that relate to each and every claim together with all documents that support the amount of damages as to each claim.
 18. Work sheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance, materials, equipment, subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- F. Full compliance with the provisions of this article is a contractual condition precedent to the right to seek judicial relief.

1.24 HIGHER LEVEL REVIEW FOR RESOLUTION OF CLAIMS

- A. Submit all claims for higher level review to the Engineer in writing within 10 calendar days of the Engineer's denial of a claim.
- B. Failure to submit a request within this 10-day time frame is considered acceptance of the Engineer's denial action.

1.25 CLAIMS BOARD OF REVIEW

- A. Pursue administrative resolution of any claim with the Engineer or the designee of the Engineer.
- B. If no agreement is reached, at the Contractor's written request to the Engineer, the Engineer for Construction and Materials schedules a hearing before a Department "Claims Board of Review" when deemed to be in the best interest of both the Contractor and the Department.
- C. The Board makes recommendations and outlines their reasoning to the UDOT Deputy Director within 30 calendar days after the claim hearing.
- D. The UDOT Deputy Director makes offer of settlement within 45 calendar days after the claim hearing.
- E. The decision of the UDOT Deputy Director is administratively final.

PART 2 PRODUCTS Not used.

PART 3 EXECUTION Not used.

END OF SECTION

**Change One
Revised August 29, 2002**

Articles Revised

1.1 D

1.5 B

1.9

1.10

1.16 B, C

1.18 B