

SECTION 4 SCOPE OF WORK

4-1.01 Intent of Plans and Specifications. The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

4-1.013 Removal of Obstructions. The Contractor shall remove, or cause to be removed, at the Contractor's expense, all trees, fences and all structures as and when required by the plans, or where the proper construction and completion of the work require their removal. The Contractor shall also remove, at the contractor's expense, all rock, stones, debris, and all obstructions of whatsoever kind or character, whether natural or artificial, encountered in the construction of the work. No trees, plants, shrubbery or ornamental vegetation shall be removed without the consent of the Engineer first being obtained. Where indicated on the drawings, or directed by Engineer, the Contractor shall replace trees, fences, and other structures to their original condition.

4-1.015 Construction Utilities. The Contractor shall be responsible for providing, for and in behalf of the Contractor's work under the contract, all necessary utilities, such as special connections to water supply, telephones, power lines, fences, roads, watch persons, suitable storage places, etc., unless otherwise specified in the Plans or Specifications.

4-1.02 Final Cleaning Up. Before final inspection of the work, the Contractor shall clean the job site, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment. The Contractor shall remove, haul and dispose of off the job site, all surplus and waste materials from the Contractor's operations. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

Nothing herein, however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the City.

4-1.03 Changes. The City reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any,

and the basis of compensation for that work. A contract change order will not become effective until approved by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In those cases, the Engineer will, as soon as practicable, issue an approved contract change order for the ordered work and the provisions in Section 4-1.03A, "Procedure and Protest," shall be fully applicable to the subsequently issued contract change order.

If City proposes to Contractor that Contractor perform work by way of change order, and the City and Contractor cannot agree upon a price for performing such change order work, the City has the right to issue to Contractor a "Directed Change Order" requiring the Contractor to perform work at the price and on the terms which City, in its sole discretion, shall deem reasonable. Contractor will thereafter perform work for the price and on the terms set forth in such change order. The Contractor shall not have the right to terminate the contract based upon the issuance of a "Directed Change Order." Contractor may then make a claim as provided for in this contract for any additional compensation, or time extension, or both, which the Contractor believes is due and owing to the Contractor for performing such work.

4-1.03A Procedure and Protest. A contract change order approved by the Engineer may be issued to the Contractor at any time. Proposed contract change orders may be presented to the Contractor for consideration prior to approval by the Engineer. If the Contractor signifies acceptance of the terms and conditions of the proposed contract change order by executing the document and if the change order is approved by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer, within 15 days after the receipt of the approved contract change order. The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and that payment shall constitute full compensation for all work included therein or required thereby.

Where the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of that work and shall permit the Engineer to have access thereto as may be necessary to assist the City in the determination of the compensation payable for that work.

Where the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 8-1.07, "Liquidated Damages."

4-1.03 B (Blank)

4-1.03C Changes in Character of Work. If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which

the Contractor based the bid price, and if the change increases or decreases the actual unit cost of the changed item as compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following.

The basis of the adjustment in compensation will be the difference between the actual unit cost to perform the work of that item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a change order basis as provided in Section 9-1.03, "Change Order Payment"; or the adjustment will be as agreed to by the Contractor and the Engineer. The adjustment will apply only to the portion of the work of the item actually changed in character. At the option of the Engineer, the work of the item or portion of item which is changed in character will be paid for by change order as provided in Section 9-1.03, "Change Order Payment."

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall not be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the 15 day limit as provided in Section 4-1.03A, "Procedure and Protest."

4-1.03D Extra Work. New and unforeseen work will be classed as extra work when determined by the Engineer that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. In the event portions of this work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications. If extra work orders are given in accordance with the provisions of the contract, such work shall be considered a part thereof and subject to each and all terms and requirements of the contract. No order for extra work, at any time or place, shall in any manner or to any extent relieve the Contractor of any of the Contractor's obligations under the contract.

The Contractor shall do the extra work and furnish labor, material, and equipment therefor upon receipt of an approved contract change order or other written order of the Engineer, and in the absence of an approved contract change order or other written order of the Engineer the Contractor shall not be entitled to payment for the extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 4-1.03D, in the absence of an executed contract change order, will be made by change order as provided in Section 9-1.03, "Change Order Payment"; or as agreed to by the Contractor and the Engineer.

4-1.04 Detours. The Contractor shall construct and remove detours for the use of public traffic as required in the Special Provisions or Technical Provisions, or as shown on the plans, or as directed by the Engineer. Full compensation for development and submittal of plans, constructing, and removing detours will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor. Contractor's plans for a closure or restriction shall be submitted to the Engineer for approval no less than

seventy-two (72) hours in advance of such closure or restriction and shall indicate the proposed detour route and signs to be used.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic. The Contractor shall not be allowed additional compensation or an extension of time to complete the work due to such suspension of work order.

4-1.06 Differing Site Conditions. For all excavations extending deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any;

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the contract documents.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the Contractor provided for in the contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or in the time required for, performance of any part of the work, City shall issue a change order under the procedures described in the contract documents.

In the event a dispute arises between the City and the Contractor as to whether or not the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance for any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by the contract documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

END OF SECTION