

SECTION 4

SCOPE OF WORK

4.01 INTENT OF PLANS AND SPECIFICATIONS:

The true intent of the Plans, Specifications, and Special Provisions is to prescribe a complete Work or improvement which the Contractor undertakes to do, complete in every detail, in full compliance with the Plans, General Conditions, these Specifications, the Supplemental Specifications, the Special Provisions, Proposal, Contract and Invitation for Bids, together with all authorized alterations, Supplemental Agreements and Extra Work Orders. The Contractor shall perform all items of the Work covered and stipulated in the Contract, Specifications, and Plans, shall remove all obstructions from the right of way, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the Work and its appurtenances, or structures, to the finished lines, grades, cross sections and dimensions shown on the Plans or as modified by written orders of the Engineer, in a satisfactory and acceptable manner. The Contractor shall furnish, unless definitely and expressly provided to the contrary in the Proposal, Special Provisions or Plans, all material, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution and completion of the Work.

4.02 UNDERGROUND AND EXISTING UTILITIES:

The Plans show structures, certain features of the topography, and certain underground utilities, but they do not purport to show all features, lines, or obstructions. Such topography and notes in the Plans were inserted from records available, and are for the Contractor's convenience only. The Contractor shall verify the existence and location of surface topography, underground structures, and utilities to assure conflicts will be avoided in the construction of this Work. The Contractor shall conduct prudent underground explorations in advance of his work in order to make adjustments to the Work if necessary.

The Contractor shall protect, maintain and keep in service all exiting utilities and service connections during construction operations. Any existing utility lines cut or damaged shall be repaired immediately and the service restored at the Contractor's expense.

4.03 ALTERATION OF PLANS OR CHARACTER OF WORK:

The Owner or his authorized representative may without notice to the Surety make, without change in the unit prices, alterations in the Plans or in the nature of the Work which they may consider necessary or desirable during the progress of the Work to complete fully and acceptably the proposed construction, provided that such alterations do not materially change the general features of the original Plans and Specifications. Material changes shall be understood to mean those changes in the original Plans and Specifications made necessary by the exigencies of the Work resulting in the alteration of cost to the Contractor by an amount which could not have been foreseen at the time of his bidding upon the Work. The Owner reserves the right for the Engineer to revise any part of the alignment, grades, structures, width, and other dimension on the Work, if the Engineer deems it advisable and such changes shall not be considered material changes. The Owner also reserves the right for the Engineer to increase or decrease the quantity of any or all of the items listed in the estimate of approximate quantities in the Proposal Form and such increase or decrease shall not be considered as a waiver of any of the conditions of the Contract or Contract Bonds.

4.04 EXTRA WORK:

In connection with the Work covered by the Contract, the Owner or his authorized representative may at any time during its progress order other work or materials incidental thereto. If any such work and material is not listed as a pay item with a Contract Unit Bid Price or if compensation therefor is not included in the Contract unit prices bid for other pay items under the terms of the Contract, it will be

designated as Extra Work, and shall be performed by the Contractor as directed, provided, however, that before any Extra Work is started the Engineer shall furnish the Contractor a Proposal Form, stating the location, kind and estimated quantity of Extra Work to be done. The Contractor shall indicate on this Proposal Form the compensation (unit price, or lump sum) for which he will perform the Extra Work and this Proposal shall be submitted to the Owner for approval. The Owner may approve the Proposal, in which case it shall be an authorization for doing the Work and shall become a part of the Contract, but if the Owner considers the price submitted for any item of the Extra Work excessive and a satisfactory adjustment price cannot be reached for such item, it shall be optional with the Owner to terminate the Contract insofar as it applies to such item or Extra Work in question and perform such Extra Work by other agents or other means or to direct that the Contractor performs the Work on a "Force Account" basis. Claims for payment for Extra Work not so authorized may be rejected by the Owner.

4.05 CONSTRUCTION AND MAINTENANCE OF DETOURS:

No road or section of road shall be closed to traffic except with the written permission of the Engineer and the governing authority, and no construction operations that will in any way inconvenience the traveling public shall be started until adequate provisions have been made to detour or bypass traffic in safety and comfort. All detours shall be approved by the Highway Department, City Engineer or the official having jurisdiction over the roads or streets.

The Contractor shall maintain all detours for traffic over the Work. Unless otherwise provided in the Special Provisions, the road, while undergoing improvement, shall be kept continuously open to public traffic and in passable and safe condition.

When the Contractor hauls materials over any detour or public road, he shall so regulate his loads that the capacity of the road and its structures is not exceeded and he shall be responsible for any specific damage that may result to the road or its structures from failure to observe regulations governing traffic thereon.

4.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS:

Unless otherwise provided, the Contractor shall remove at his expense any existing above or below-ground structure or part of structure, fence, building, or other encumbrance or obstruction upon or within the limits of the Work, which interferes in any way with the new construction. Compensation for the removal of any structure not listed as a pay item in the Proposal with a Contract Bid Price shall be included in the Contract unit prices bid for the pay items of the Work.

4.07 FINAL CLEAN-UP:

Upon completion and before Work will be finally accepted and final payment made, the Contractor shall clean and remove from the Work and adjacent property, stream channels, sites of structures, and all areas occupied by him in connection with the Work, all weeds, shrubs, stumps, portions of trees, and all other forms of objectionable organic matter; all useless, surplus, excavated or discarded materials; and all loose rock, boulders, falsework, temporary structures, machinery and equipment. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the Work and sites of structures in a neat presentable condition throughout the Project. Depositing any material on abutting property with or without the consent of the property owner will not be considered a satisfactory method of disposal.

4.08 MAINTENANCE OF THE WORK DURING CONSTRUCTION:

The Contractor shall be required to maintain the Work from the date of the approval of his Contract until the Work is completed and shall maintain it in first-class condition for 30 days after it is completed and until the Work is finally accepted.

The maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end of the Project, keeping the entire work site in satisfactory and acceptable condition at all times. The Contractor shall take adequate precautions to protect trees,

shrubs, plants, and existing site improvements from injury during construction operations and shall maintain adequate drainage and utility service during his work.

Compensation for maintenance work during construction and before the Work is finally accepted shall be included in the Contract unit prices bid on the pay items of the Work and the Owner will not pay additional for such work.

4.09 FAILURE TO MAINTAIN WORK:

The failure of the Contractor, at any time, to comply with the above provisions for maintenance of the Work will result in the following:

First: The Owner, or his authorized representative, will immediately notify the Contractor, his superintendent or employees to comply with the required maintenance provisions.

Second: In the event the Contractor fails to remedy his lack of or unsatisfactory maintenance within 24 hours after the date of issuance of this notice, the Owner may proceed immediately with adequate forces and equipment to maintain in a satisfactory and acceptable manner the Work site, and the entire cost of this maintenance will be deducted from monies due or that become due the Contractor on this Contract.

Third: As an alternate to the Owner's taking over the maintenance, all the quantities of the Work performed which are not properly maintained may be deducted from the Contractor's current payment request even if such quantities have been allowed on a previous estimate.

END OF SECTION