

SECTION 104**SCOPE OF THE WORK****104.01 INTENT OF THE CONTRACT**

- A. The intent of the contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, material, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104.02 INCREASED OR DECREASED QUANTITIES AND CHANGE IN CHARACTER OF WORK

- A. The Contracting Agency reserves the right to make by written order and without notice to surety, such alterations in the plans and specifications or character or quantity of the work which may be considered necessary or desirable from time to time during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.
- B. Whenever an alteration in character of work on the project involves a substantial change in the nature of the design or in the type or extent of construction which materially increases or decreases the cost of the performance, the work shall be performed in accordance with the plans and specifications and as directed, provided however, that before such work is started, a supplemental agreement acceptable to both parties to the contract shall be executed.
- C. The right is reserved to increase or decrease any or all of the items in the estimate of approximate quantities as shown in the proposal. The length of the project may be increased or decreased by adding or omitting sections or by relocation. Under no circumstances shall alterations of plans or of the nature of the work, involve work beyond the termini of the proposed construction except as may be necessary to satisfactorily complete the project.
- D. If it is found that the quantity of any major item required to complete the work underruns or overruns less than 25 percent of the proposed quantity, payment for the work performed will be made at the contract unit price for the quantity of work actually performed.
- E. Whenever the termini of the project are changed or whenever any change or combination of changes results in increasing or decreasing the original contract amount as calculated from the bid quantities and contract unit prices by more than 25 percent, a supplemental agreement acceptable to both parties to the contract shall be executed in advance of performing the affected work.
- F. Whenever an overrun or underrun of more than 25 percent of the original bid quantity for one or more major contract items occurs, either party to the contract may demand a supplemental agreement to be negotiated satisfactory to both parties.
- G. Revision of any unit price requested by the Contractor shall be negotiated on the basis of actual cost plus a reasonable allowance for profit and overhead. Written request for supplemental agreement shall set forth in detail the particulars and character by which the work was changed and by what amount the unit price of the proposal item will be altered. Failure of the Contractor to file a request for a supplemental agreement within 10 calendar days after any of the above outlined conditions are encountered shall be considered as a

waiver thereof on the part of the Contractor and payment shall be made at the contract unit price for the actual quantity of work performed.

- H. If a supplemental agreement satisfactory to both parties cannot be agreed upon, the Contracting Agency may order the work in dispute to be performed and the controversy shall be settled as provided in Subsection [105.17](#), "Claims for Adjustment and Disputes."
- I. Changes not requiring negotiated agreements, except as to extra work involved, shall be ordered by means of a contract change order, and acceptance by the Contractor, as evidenced by Contractor's signature, shall constitute agreement that the change does not involve any adjustment of contract unit prices. Attention is directed to Subsection [108.08](#), "Determination and Extension of Contract Time." Work shall not be started on any such change until the change order has been delivered to and accepted by the Contractor.
- J. In case the Contractor refuses to accept a change order, the Contracting Agency may order the work to proceed while proceeding as expeditiously as possible with settlement of the disputed points.

104.03 EXTRA WORK

- A. The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications and as directed, and will be paid for as agreed unit prices, force account, or a combination of the two. Agreed unit prices together with the estimated quantities of each unit shall be shown. Orders involving extra and force account work shall be as detailed in Subsection [109.03](#), "Extra and Force Account Work," and conform to the requirements contained therein.

104.04 MAINTENANCE OF TRAFFIC

- A. While undergoing improvements, all roads upon or within which any work is being done shall be kept open to all traffic by the Contractor unless otherwise provided for in the contract documents. If the useable roadway is not sufficient to safely accommodate two-way traffic, the Contractor shall adequately maintain one-way traffic. Wherever one-way traffic is in effect, the distance shall be as set forth in writing by the Engineer.
- B. Where controlled traffic is necessary for protection of the work or for the safety of public travel, it shall be in accordance with the provisions of Subsection [624.03.02](#), "Flaggers," and [624.03.03](#), "Pilot Cars," of these specifications. The Contractor shall also provide and maintain in a safe condition, temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms. The Contractor shall bear all expense of maintaining all roads upon or within which any work is being done and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation, except as provided in Subsection [107.15](#), "Relief from Maintenance and Responsibility," or in 1. below:
 - 1. The Contractor shall be responsible for the maintenance of the roadway during suspension of the work when such suspension is due to the Contractor's negligence. Attention is directed to Subsection [108.06](#), "Temporary Suspension of Work." During any other suspension, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be ordered by the Engineer for the temporary accommodation of traffic during the anticipated period of suspension. Thereafter, and until issuance of an order for the resumption of construction operations, the maintenance of the temporary route or line of travel agreed upon will be by and at the expense of the

Contracting Agency. Contractor's maintenance and responsibility will include and be restricted to: the traveled roadway for the convenience of public travel; opening plugged pipes and roadway ditches and drains or correcting any other hazard which may be detrimental to adjacent property owners or the traveling public. When work is resumed, it shall be the Contractor's responsibility to replace, renew, and repair any work or materials lost or damaged because of such temporary use of the project regardless of the cause of such damage or loss, except as provided in Subsection [107.15](#), "Relief from Maintenance and Responsibility." It is herewith expressed that the Contracting Agency is in no way responsible to the Contractor to maintain the roadway and appurtenances in any certain condition or state of repair. It is incumbent upon the Contractor to complete the project in every respect as though its prosecution had been continuous and without interference.

- C. Where construction of a project is staged in the plans, or otherwise outlined by the contract documents, and if a change in the staging or sequence of operations is desirable, the Contractor may submit such change in writing to the Contracting Agency. Consideration will be given to each such proposal and may be rejected, modified, or accepted as is deemed best by the Contracting Agency. The Contractor will not proceed with any such change in the staging until permission is granted by the Contracting Agency in writing.
- D. When detours, temporary connections, crossovers, connection roads, and frontage roads are constructed by the item "Equipment Hours," such items shall be full compensation for excavating, hauling, overhaul, and compacting of the material complete and in place and for all labor involved to complete the detour. Base and surface courses will be paid for at the contract unit price for the particular type of material required. All of the above mentioned roadways will be constructed to the same standards and qualities and subject to the same tests and specifications as the main roadway, unless otherwise ordered by the Engineer. Attention is directed to Section [624](#), "Accommodations for Public Traffic."
- E. When a detour is requested by the Contractor, the Contractor shall make a written request to the Engineer for the establishment of a detour around all or certain designated sections of work. If arrangements for such a detour can be made which are satisfactory to the Contracting Agency, and to the Contractor, the Engineer will designate that road as a detour, subject to the following conditions:
 - 1. The Contractor shall provide and maintain the necessary route marking signs.
 - 2. The Contractor shall construct and maintain in good condition such a detour. If the Contractor fails to maintain the detour in a condition satisfactory to the Engineer, the Contracting Agency will make such repairs as is deemed suitable and will deduct the cost thereof from money due or to become due to the Contractor.
 - 3. Provisions for handling traffic will be subject to the conditions of Subsection [624.03.02](#), "Flaggers," and [624.03.03](#), "Pilot Cars."
 - 4. Upon abandoning the detour, the Contractor shall obliterate and dispose of such detour and restore as nearly as possible the condition of the ground to its original form to the satisfaction of the Engineer.
 - 5. All of the above work will be at the sole expense of the Contractor.

104.05 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

- A. The Contractor with the approval of the Engineer, may use on the project such stone, gravel, sand, or other material determined suitable by the Engineer, as may be found in

the excavation and will be paid for both the excavation of such materials at the corresponding contract unit price and also at the contract unit price for the pay item for which the excavated material is used. At no additional cost to the Contracting Agency, the Contractor shall replace with other acceptable material all of that portion of the excavation material so removed and used which was needed for use in the embankments, backfills, approaches, or otherwise. No charge for the materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

- B. Unless otherwise provided, the material from any existing old structure may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the Engineer.