

SECTION 4: SCOPE OF WORK

4-01 WORK TO BE DONE. The Work to be done consists of furnishing all labor, methods or processes, services, implements, tools, machinery and materials, except as otherwise specified, which are required to construct all the Work specified in the Proposal, Contract and Special Provisions or indicated on the Plans as the contemplated improvement covered by the Contract, and to leave the grounds in a neat condition.

Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

4-02 ALTERATIONS. The City reserves the right to increase or decrease the quantity of any item or portion of the Work or omit portions of the Work as may be deemed necessary or advisable by the Engineer; also, to make such alterations or deviations, additions to, or omissions from the Plans and Special Provisions, as may be determined during the progress of the Work to be necessary and advisable for the proper completion thereof. Upon written order of the Engineer, the Contractor shall proceed with the Work as increased, decreased or altered.

a. Alterations not involving changes in the character of the Work. In the event that the Contractor is ordered to make alterations involving an increase or decrease in the quantity of any item or portion of the Work or to omit portions of the Work, when such increases, decreases or omissions do not materially change the character of the Work from that on which the Contractor's bid prices were based, no adjustment will be made for any increase or decrease in the cost of any given item unless the quantity of such item is increased or decreased more than twenty-five percent (25%) of the contract amount of such item. If an increase or decrease is made which, together with previous orders or agreed changes in quantity increases or decreases the amount of any item more than twenty-five percent (25%) of the contract amount thereof, an adjustment of compensation will be made. Such adjustment will be based on the increased or decreased actual cost per unit of said item or items to the Contractor, or at the option of the City, such adjustment will be made on the basis of force account as per Paragraph 9-04, "Force Account Work," of these Standard Provisions.

The Engineer shall determine the amount of such adjustment and Engineer's decision shall be final and conclusive between the parties. Where the character of the Work is materially changed or made materially different, the following subdivision of this article shall govern and this Subdivision "a" shall not apply.

b. Alterations involving changes in the character of the Work. If the character of the Work is materially changed by reason of an order of the Engineer, from that on which the Contractor based Contractor's bid price, adjustment will be made as

may be agreed upon between the Engineer and the Contractor or in the event of failure to agree, the Contractor will be paid on the basis of force account in accordance with the provisions of Paragraph 9-04, "Force Account Work," of these Standard Provisions.

c. Eliminated Items. Should any contract item of the Work be eliminated in its entirety, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling the returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this Section will be computed in the same manner as if the Work were to be paid for on a force account basis as provided in Paragraph 9-04, "Force Account Work," of these Standard Provisions.

d. Revocable Bid Items. Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the City. The provisions in Section 4-02(a), "Alterations Not Involving Changes in Character of Work," of the Standard Provisions shall not apply to such omission, and no compensation will be allowed the Contractor by reason of such omission.

When the Engineer and the Contractor fail to agree as to whether an alteration ordered by the Engineer constitutes a material change or difference in character of Work as herein contemplated, or fail to agree on the compensation to be allowed for such altered work, the Contractor shall forthwith proceed with the altered work upon written order from the Engineer. Pending a settlement of the dispute, the Contractor shall file with the Engineer, within ten (10) days after receiving such written notice to proceed, a protest setting forth in detail in what particulars the character of the Work was changed and by what amount the unit cost was increased. The failure of the Engineer to recognize a change in the character of Work when ordering alterations shall in no way be construed as relieving the Contractor of Contractor's duty and responsibility for filing a protest as above provided. The Contractor shall receive no additional compensation for such altered work unless he files such a protest within ten (10) days after receiving notice from the Engineer to proceed and full settlement will be made on the basis of the contract unit prices.

4-03 EXTRA WORK. New and unforeseen items of work will be classified as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items.

The Contractor shall do such extra work and furnish such materials and equipment therefor, as may be required in writing by the Engineer, but Contractor shall do no extra work except upon written order from the Engineer, and in the absence of such written order Contractor shall not be entitled to payment for such extra work. All bills for extra work shall be filed in writing with the Engineer. For such extra work, the Contractor shall receive compensation at the prices previously agreed upon in writing, or upon a failure to agree upon prices, he shall be paid on force account, as provided in Paragraph 9-04, "Force Account Work," of these Standard Provisions.

All extra work shall be adjusted daily upon report sheets furnished to the Engineer by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work done.

4-04 MAINTENANCE OF DETOURS. The Contractor shall construct and maintain detours and detour bridges, including signing and traffic controls, for the use of public traffic as provided in these Standard Provisions or as shown on the Plans or as directed by the Engineer. Payment for such work will be included in other items of work and no extra compensation will be allowed therefor. Such detour and detour bridges as may be required will be installed prior to commencing any operation that makes such a detour or detour bridge necessary.

When public traffic is routed through construction operations as provided in Paragraph 7-04, "Public Convenience," of these Standard Provisions, the providing of a reasonably smooth and even surface satisfactory for use of public traffic will not be considered as detour construction and maintenance, and no additional compensation for such work will be allowed. At all street crossings, existing driveways, water gate valves and fire hydrants, the Contractor shall make provisions for trench crossings for free access either by means of backfill or temporary bridges, as the Engineer may direct. Means shall also be provided whereby all storm and wastewater can flow uninterrupted in gutters or drainage channels. The Contractor shall keep the Emergency Communications Center (650/966-6395) informed daily regarding excavations, barricades and detours in roadway areas. Barricades with flashing lights shall be placed at excavations and as directed by the Engineer. Detours used exclusively by the Contractor for hauling materials and equipment will be constructed and maintained by Contractor at Contractor's expense.

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 the use of public traffic.

4-05 FINAL CLEANING UP. Before final inspection, the Contractor shall clean the highway, and all ground occupied by him in connection with the Work, of all rubbish, excess materials, false work, temporary structures and equipment, and 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.

4-06 MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore or rebuild, as the City may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period subsequent to the date of final acceptance.

This article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer gives a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.