

**SECTION 4 - SCOPE OF WORK  
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## SECTION 4 - SCOPE OF WORK

### 4-1 INTENT OF CONTRACT DOCUMENTS

The Work must be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are explanatory and complementary and require complete work ready for use and occupancy or operation in satisfactory working conditions with respect to the functional purposes of the installation.

The Contractor must do all of the work and furnish all labor, materials, tools, equipment, and appliances, necessary or proper, for performing and completing the Work, including Change Order and disputed work directed by the Agency in conformity with the true meaning and intent of the Contract, except as otherwise expressly stipulated.

Work shown on the Plans, the dimensions of which are not figured, must be accurately followed to the scale to which the drawings are made; however, figured dimensions must be followed, even if they differ from scaled measurements. Full-size drawings must be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit a choice, the Contractor must furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the Agency, in the manner designated by, and in strict conformity with, the Contract Documents. When portions of the Work are described in general terms but not in complete detail, the Contractor must employ the best general practice and incorporate the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but reasonably and fairly implied. The prices paid for the various items will include full compensation for furnishing all labor, materials, tools, equipment, overhead, markups, profit, and incidentals and doing all work necessary to complete the Work as provided in the Contract.

If, during the course of the Work, the Contractor discovers discrepancies, errors, or omissions between the Contract Plans and conditions in the field, or errors or omissions in the Contract Plans the Specifications or Special Provisions, or in the layout given by stakes, points, or instructions, the Contractor must inform the Agency immediately, and the Agency will promptly verify the same. Work done after discovery of such discrepancy, error, or omission, until authorized by the Agency, is done at the Contractor's risk.

### 4-2 PLANS AND SPECIFICATIONS FURNISHED

The Agency will provide, at no cost to the Contractor, copies of the Plans (except Standard Drawings or State Plans), Project Specific Specifications (except these Standard Construction Specifications or the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided will be the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Project Specific Specifications, and Special Provisions at cost.

The Contractor must retain an approved set of the Contract Plans on the job during the progress of the Work. This set must be used by the Contractor as the Record Drawings described in Section 11-3, "Record Drawings," of these Specifications.

### **4-3 CONFORMANCE WITH CODES AND STANDARDS**

The Work must be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- Title 8 of the California Code of Regulations (Industrial Relations)
- Title 24 of the California Code of Regulations (Building Standards Code)
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work that does not comply with these requirements. When the work detailed in the Contract Documents differs from governing codes, the Contractor must complete the Work in accordance with the higher standard. If the higher standard is more expensive than the work detailed in the Contract Documents, the Contractor may be compensated for the Contractor's additional costs by Contract Change Order per Section 9, "Changes and Claims," of these Specifications.

### **4-4 SUPPLEMENTAL DRAWINGS**

The Agency may issue Supplemental Drawings to clarify or define in greater detail the intent of the Contract, which may include minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings are part of the Contract.

### **4-5 FIELD INSTRUCTIONS OR OTHER WRITTEN DIRECTIVES**

The Agency may issue Field Instructions or other written directives during the course of the Work, and the Contractor must comply with the Field Instruction or other written directive. A Field Instruction or other written directive can be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract, or to order work to be performed. Work required by a Field Instruction or other written directive will be in accordance with the Contract Documents and previously executed Contract Change Orders, except as delineated otherwise in the Field Instruction or other written directive. Drawings included with Field Instructions or other written directives are part of the Contract and must be incorporated into the Record Drawings.

If the Contractor neglects to comply with, or make progress in, the execution of a Field Instruction or other written directive, the Agency may employ a person or persons to perform the work, and the Contractor must not interfere with the person or persons so employed.

Field Instructions and other written directives that alter the Contract will be grouped to form a Contract Change Order per Section 9, "Changes and Claims," of these Specifications.

### **4-6 DOCUMENT PRECEDENCE**

The component Contract Documents are intended to provide explanation for each other. Work shown on the Plans and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of conflict within or among the Contract Documents, the following order of precedence will govern interpretation of the Contract:

1. Field Instructions or other written directives
2. Special Provisions and other Project-specific specifications
3. Plans
4. County Standard Drawings
5. Standard Construction Specifications
6. State Plans
7. State Specifications

Work for which there are no provisions in these Specifications, the Special Provisions, Project Specific Specifications, the Plans, or on the County Standard Drawings, must be performed in accordance with the State Standard Specifications and Standard Plans.

## **4-7 REQUESTS FOR INFORMATION**

### **4-7.01 General**

The Contractor must prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used to resolve apparent conflicts, inconsistencies, ambiguities, or omissions within or among the Contract Documents.

RFI's must be submitted to the Agency sufficiently in advance of the work to permit time for investigation and preparation of a response. Work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk. Contract time extensions will not be granted due to the Contractor's failure to submit an RFI sufficiently in advance of the work to permit a response by the Agency in accordance with Section 4-7.03, "Response," of these Specifications.

RFI's may not be used for submittals or for substitution of material or equipment or for waiving of requirements.

### **4-7.02 Procedure**

An RFI must be submitted on an Agency-approved form and must be numbered consecutively. A status log must be prepared and updated by the Contractor and reviewed with the Agency at each progress meeting. Each RFI must deal with only one topic, item, issue, or system.

The RFI must clearly describe and specifically state what is being requested. Relevant portions of the Contract, or excerpts of applicable Contract Documents, must be cited, marked-up, and attached.

The Contractor must review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers.

The Contractor should include in the RFI a recommendation or proposed solution when appropriate or expedient.

### **4-7.03 Response**

Unless noted otherwise in the Special Provisions, the Agency will provide a written response within 15 Working Days of receipt of an RFI. The Contractor must comply with the written response in accordance with Section 4-5, "Field Instruction or Other Written Directives," of these Specifications.

If more than five RFI's are pending at the same time, the Contractor must indicate a priority for responses to RFI's. In case of a dispute between the Contractor and the Agency regarding a response to an RFI a protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements," of these Specifications.

Subsequent resubmittals of an RFI must be identified with the same RFI number and a letter designation. Resubmittals must clearly state the reason for the resubmittal. The Agency will respond to each resubmittal within 15 Working Days of receipt of the resubmitted RFI.

Responses to RFI's must be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings," of these Specifications.

## **4-8 DELETED ITEMS**

The Agency may delete any item, or a portion of any item, of work from the Work. The Contractor will be paid for all work done toward the completion of the item prior to the deletion, per Section 9, "Changes and Claims," of these Specifications, but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work.

The Contractor will not receive compensation for profits, for loss of profit, for damages, or for extra payment arising from or caused by deleted items of work.

**4-9 EXTRA WORK**

Work not covered by the Contract, but necessary for the proper completion of the Project, may be classed as extra work and must be performed by the Contractor when directed in writing by the Agency. Extra work must be performed in accordance with the Contract and as directed by the Agency.

Extra work must be authorized in writing by the Agency before the work is started. Payment for extra work will not be made unless prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the Agency will direct the Contractor to perform extra work necessary to protect the Work or the public.

**4-10 USE OF COMPLETED PORTIONS**

The Agency has the right during the progress of the Work to take over and place in service or operation a completed or partially completed portion of the Work. Taking possession of a portion of the Work is not acceptance of other completed portions of the Work or work not completed in accordance with the Contract. Per Section 7-10 of these Specifications, the Contractor may be granted relief from maintenance and protection responsibilities for a completed element(s) of the Work.

**4-11 LANDS AND RIGHTS-OF-WAY**

The Agency will provide the lands, rights-of-way, and easements upon which the Work is to be done, and other lands as may be designated on the Plans for the use of the Contractor in performance of the Work. The Contractor must confine his operations to within these limits.

The Contractor must provide, at the Contractor's own expense, additional land and access that is required for temporary construction facilities or storage of materials. The Contractor must obtain all required permissions for use of private property prior to taking possession or use. The permission must be obtained in writing and a copy forwarded to the Agency at least 14 Calendar Days prior to the Contractor taking possession of said property.

**4-12 WARRANTY**

Unless specified otherwise in the Special Provisions, the Performance Bond furnished by the Contractor must define the terms and time period of the Warranty of the Contractor's work. If no time period is specified in the Bond, the time period will be one year after field acceptance of Work (see Section 7-21.02, "Field Acceptance," of these Specifications).

If required by the Special Provisions, the Contractor must enter into and sign warranty statements in the form provided to warranty various segments of the Work for the time specified. If failure of any portion of the Work is a result of faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and occurs within the specified warranty period, the Contractor must promptly make the needed repairs at the Contractor's expense.

If the Contractor fails to undertake, with due diligence, the needed repairs within 10 Calendar Days after the Contractor is given written notice, the Agency may make the repairs without notice to the surety. In case of emergency where, in the opinion of the Agency, delay would cause serious loss or damages or a serious hazard to the public, the repairs may be made, or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor must pay the entire cost.