

## **Section 1104. Scope of Work**

### **1104.01 INTENT OF PLANS AND SPECIFICATIONS.**

- A.** The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that the Contractor shall furnish all labor, material, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only first quality materials and first quality work are to be used.
- B.** For the purpose of design and the preparation of the Engineer's estimate, the Contracting Authority or its representatives may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soil, moisture content, and types and extent of rock strata. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made merely to be suggestive to the Contracting Authority of construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction. The bidder is advised that all information concerning the project or projects, compiled by the Contracting Authority preceding the design, is available for examination at the Contracting Authority's headquarters. The prospective bidder shall conduct an examination as provided in [Article 1102.08](#) to be satisfied as to the character of the work to be done, the probable construction conditions, and any other reasonably ascertainable conditions and the potential effect these could have on the Contractor's performance under the contract. The Contractor's bid shall be prepared on the basis of this examination.
- C.** Any bidder interested in the work is authorized to make whatever additional investigation that is advisable. In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the Contracting Authority does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission. Investigational work performed by a prospective bidder on existing highways and streets open to traffic shall be performed in compliance with the requirements of the current Part VI of the MUTCD. All such additional investigational work shall be performed without costing or obligating the Contracting Authority in any way.

### **1104.02 SPECIAL WORK.**

Any conditions not covered by these standard specifications are stated in the contract documents.

### **1104.03 INCREASED OR DECREASED QUANTITIES.**

- A.** The Contracting Authority reserves the right to make such increase or decrease in the quantities of the work shown in the contract documents as may be considered necessary to complete fully and satisfactorily the construction included in the contract. The compensation to the Contractor for such changes will be as provided in [Article 1109.03](#).
- B.** No significant change in quantities, as defined in [Article 1109.16](#), shall be made by increasing or decreasing the length of road or roads to be improved as shown in the contract documents, without mutual written consent between the Contracting Authority and the Contractor; however, such notice shall not be required for maintenance or restoration work ordered by the Engineer on temporary Primary haul roads.

### **1104.04 EXTRA WORK.**

The Contracting Authority reserves the right to order, in writing, the performance of work of a class not contemplated in the contract documents but which may be considered necessary to complete satisfactorily the work included in the contract. This extra work will be paid for as provided in [Article 1109.03, B](#).

### **1104.05 MAINTENANCE OF DETOURS.**

Unless required by the contract documents, the Contractor will not be required to assume any responsibility in connection with the maintenance or marking of detours.

#### **1104.06 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.**

- A.** The Contractor shall remove all materials, existing structures or part of structures that in any way interfere with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for per [Article 1109.03, B.](#)
- B.** The Contractor shall remove all materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. These materials, when removed from the project, shall become the property of the Contractor. The removal of pipe culverts will not be paid for directly but shall be considered as incidental work, and the cost of removal shall be considered to be included in the contract price for other items. Pipe culverts designated for salvage shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract documents do not contain an item for this work, it will be paid for per [Article 1109.03, B.](#)

#### **1104.07 RIGHTS IN AND USE OF MATERIALS FOUND ON THE RIGHT-OF-WAY.**

- A.** Unless stated to the contrary in the contract documents, all materials such as stone, gravel, sand, timber, and structures or parts of structures found on the right-of-way of the highway or on land acquired for the work are the property of the Contracting Authority or the owner of the fee title to the land. If these materials are to be removed but use or salvage is not designated in the contract documents, they shall become the property of the Contractor, and the Contractor shall remove the materials from the project. When the Contractor is permitted to use materials found on the right-of-way, all excavations that the Contractor makes below the grade elevations shall be backfilled with other suitable materials so that the finished road will conform to the grade shown on the plans. Extra compensation will not be allowed for this backfilling.
- B.** When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in areas designated in the contract documents and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. Deduction will not be made from excavation quantities for rock so used.

#### **1104.08 FINAL CLEANING UP.**

- A.** Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements which allows salvaged or unused material to remain on private property within view of a road except when consistent with previous land use.
- B.** All ground occupied by the Contractor in connection with the work, which is within view of or adjacent to a road, shall be restored. Restoration shall include appropriate smoothing to its original condition and may include making the area suitable for cultivation and, where vegetation has been disturbed, seeding of the area. All material removed from the work site because of the final cleaning operation shall become the property of the Contractor.
- C.** Final cleaning up shall be subject to approval of the Engineer and in accordance with applicable regulations.

#### **1104.09 RIGHT-OF-WAY.**

Right-of-way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date the notice to proceed is issued when the approximate starting date is designated, and on the date of execution of contract when the late start date or specified starting date is designated, unless a later date for right-of-way to be made available to the Contractor is designated in the contract documents. Permission of the property owner may be necessary to access some parcels prior to the letting.

**1104.10 RAILROAD CROSSINGS.**

Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. The performance of the work shall be in accordance with arrangements established by the Contracting Authority. The Contractor may make additional arrangements. Claims will not be allowed for loss or damage caused by failure of the railroad to comply with provisions of the agreement with the Contracting Authority. The Contracting Authority will institute necessary legal action to enforce the conditions of its agreement with the railroad company.