

**BASE DOCUMENT - DB 140
VERSION 1**

MAY 25, 2007

DB Section 140 – Scope of Work; Changes in the Work

DB140.00 Purpose of Contract - The purpose of the Contract is to set forth the rights and obligations of the Parties and the terms and conditions governing completion of the Work. Design-Builder's obligations shall include without limitation the following:

(a) Design-Builder shall furnish all Design Services, Quality Management, and Materials, Equipment, labor, transportation, and Incidentals required to complete the construction Work according to Plans, Specifications, and terms of the Contract.

(b) Design-Builder shall perform the construction Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by Change Order or other written directive issued by the Agency.

(c) Design-Builder shall perform all Work determined by the Agency to be necessary to complete the Contract.

(d) Design-Builder shall contact the Agency PM for any necessary clarification or interpretation of the Contract prior to proceeding with the affected Work.

DB140.05 Project Scope

(a) **General** - The Scope of the Project includes all Project components identified in **DB Special Provisions**, SP140.05(b)(2), Table SP140.05(b)(2), and performance of all Work described in **DB Special Provisions, SP140.05**, in accordance with all Contract requirements. Design-Builder shall not rely solely on the Project description contained in SP140.05, however, to identify all Project components to be designed, constructed, and installed. Design-Builder shall determine the full scope of the Project through thorough examination of all of the Contract Documents and the Project Site.

Design-Builder shall be responsible for designing, furnishing, constructing, and installing all components of the Project, except for those components, if any, as may be stipulated herein or in the **DB Special Provisions** to be furnished and/or installed by the Agency.

(b) Project Configuration

(1) **Project Limits** - Project limits are set out in **DB Special Provisions**, SP140.05(b)(1).

(2) **Work Locations** - The Work Locations identified in **DB Special Provisions**, Table SP140.05(b)(2) will be used for Project administrative and payment purposes, and are not meant to constrain Design-Builder's design or construction schedule or approach, except as such schedule or approach may be affected by Agency-designated Milestones and Work limitations, if any, identified in the Contract Documents.

DB140.05(c)

(c) Bridge Information - Bridge Table, Form BT, identifies the location, name of Work Location, Bridge number, Bridge type, span configuration, Roadway width, Bridge vertical clearance, Structure length, Bridge rail type, peak ground acceleration, skew (in degrees), foundation type in bents, and staging scheme. The table shall serve as a baseline for the design development and construction of the Bridges and other Structures and improvements listed in **DB Special Provisions**, SP140.05. A change to the Bridge Table constitutes a material change in the Contract Baseline Concept.

DB140.30 Agency-Required Changes in the Work - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- Method or manner of performance of Work
- Project limits

or result in:

- Increases and decreases in quantities
- Additional Work, Changed Work, Extra Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, Design-Builder shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, Design-Builder shall notify its Surety of the increase and shall provide the Agency PM with a copy of any resulting modification to bond documents. Design-Builder's performance of Work pursuant to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with **DB General Provisions**, Subsection 195.20. Contract Time adjustments shall be made in accordance with **DB General Provisions**, Subsection 180.80.

DB140.40 Differing Site Conditions - The following constitute differing Project Site conditions, provided such conditions are discovered at the Project Site after commencement of the Work:

- Subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents, or
- Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The Party discovering such a condition shall promptly notify the other Party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is

performed. Design-Builder shall not continue Work in the affected area until the Agency PM has inspected such condition according to **DB General Provisions**, Subsection 195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to **DB General Provisions**, Subsection 195.30. Contract Time adjustments, if any, will be made according to **DB General Provisions**, Subsection 180.80.

DB140.50 Environmental Pollution Changes - ORS 279C.525 governs in the event environmental or natural resource Laws impacting the Work are enacted after the submission of Proposals, or existing environmental or natural resources Laws impacting the Work are amended after the submission of Proposals.

DB140.60 Extra Work - If directed by the Agency PM through a written order, Design-Builder shall perform work not included in the Contract but within the scope of the Project according to Readiness-for-Construction Plans and Specifications and all applicable Laws.

DB140.65 Disputed Work - Design-Builder may dispute any part of a Change Order, written order, or an oral order from the Agency PM by procedures set forth in **DB General Provisions**, Section 199.

DB140.70 Cost-Reduction Proposals

(a) Purpose - Design-Builder may submit written Cost-Reduction Proposals to the Agency PM that modify the Contract for the sole purpose of reducing the total cost of construction. However, the Agency will not adopt a Cost-Reduction Proposal that impairs the essential functions or performance characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, structural integrity, or design and safety Standards.

(b) Feasibility Review – To conserve time and funds, Design-Builder may first submit a written request for a feasibility review by the Agency. The request should contain a description of the Cost-Reduction Proposal, together with a rough estimate of anticipated dollar and time savings. The Agency will, within a reasonable time, advise Design-Builder in writing whether or not the proposal would be considered by the Agency, should Design-Builder elect to submit a detailed Cost-Reduction Proposal.

(c) Proposal Requirements – A detailed Cost-Reduction Proposal shall include, at a minimum, the following information:

- (1)** A description of existing Contract requirements for performing the Work and the proposed change;
- (2)** The items of Work affected by the proposed change, including any quantity variations caused by the proposed change;
- (3)** A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be based on a Force Account payment basis. Costs of re-design which are incurred after the Agency has authorized the proposal will be included in the cost of proposed work; and

DB140.70(c)(4)

(4) The date by which the Agency must adopt the Cost Reduction Proposal in order to adopt the change(s) without impacting Contract Time or the cost reduction amount.

(d) Continuing to Perform Work - Design-Builder shall continue to perform the Work according to all Contract requirements until the Agency issues a Change Order incorporating the Cost-Reduction Proposal. If the Agency fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

(e) Consideration of Proposal - The Agency will determine in its sole discretion whether to authorize a Cost-Reduction Proposal. The Agency is not obligated to consider any Cost-Reduction Proposal, and the Agency will not be liable to Design-Builder for failure to authorize or act upon any Cost-Reduction Proposal submitted.

(f) Sharing Investigation Costs - As a condition for considering a Cost-Reduction Proposal, the Agency reserves the right to require Design-Builder to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, Design-Builder shall provide written acceptance of the condition to the Agency. Such acceptance will authorize the Agency to deduct Design-Builder's share of investigation costs from monies due or to become due Design-Builder under the Contract.

(g) Acceptance of Proposal Requirements - If the Agency adopts Design-Builder's Cost-Reduction Proposal in whole or in part, it will do so by issuing a Change Order that includes, at a minimum, the following:

- (1) A statement that the Change Order is made in accordance with this Subsection;
- (2) Revised Plans and **Design-Builder Specifications** that reflect all modifications necessary to implement the approved cost-reduction measures;
- (3) Any conditions upon which the Agency's approval is contingent;
- (4) Estimated net savings in construction costs attributable to the approved cost-reduction measures;
- (5) A payment provision pursuant to which Design-Builder will be paid 80% of the estimated net savings amount as full and adequate consideration for performance of Change Order Work; and
- (6) Change in Contract Time, if any.

(h) Calculation of Net Savings - The Agency will determine in its sole discretion the estimated net savings in construction costs from the adoption of all or any part of the Cost-Reduction Proposal. The Agency will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the proposal. Design-Builder's cost of preparing the Cost-Reduction Proposal and the Agency's costs of investigating the proposal, including any portion paid by Design-Builder, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has authorized the proposal, will be included in the cost of the Work attributable to the cost-reduction measures.

(i) Right to General Use - Once submitted, the Cost-Reduction Proposal becomes the property of the Agency. The Agency reserves the right to adopt the Cost-Reduction Proposal for general use without additional compensation to Design-Builder when it determines that a proposal is suitable for application to other projects.

DB140.80 Use of Publicly-Owned Equipment - Design-Builder is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, Design-Builder may rent publicly-owned Equipment, provided that the following conditions are met:

(a) The Agency provides written approval stating that such rental is in the public interest; and

(b) Rental does not increase the Project cost.

DB140.90 Final Trimming and Clean-up - Before Final Inspection, Design-Builder shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. "Final Trimming and Cleanup" shall include without limitation the following:

- Design-Builder shall re-trim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, Design-Builder shall restore or replace those facilities to their pre-existing condition.
- Design-Builder shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- Design-Builder shall clean up and leave in a neat, orderly condition, Rights of Way, Materials sites, and other property occupied in connection with performance of the Work.
- Design-Builder shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- Design-Builder shall immediately dispose of Materials and debris, including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of Design-Builder.

Before Final Inspection, Design-Builder shall perform Final Trimming and Clean-Up. Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for Final Trimming and Clean-Up.