

## 109-C-279 IDIQ WORK ORDERS

(Revised 03-21-24)

The Standard Specifications are revised as follows:

SECTION 101, AFTER LINE 220, INSERT AS FOLLOWS:

*The contract will also include all Work Orders and related documentation including, but not limited to, the scope of work, the Contractor's Work Order Request Form, and Supplemental Work Orders.*

### **101.13 Contract Information Book**

A document which includes a contract information sheet, ~~an estimate of quantities,~~ special provisions, and additional contract requirements. Such document may include the plans.

SECTION 101, BEGIN LINE 229, DELETE AND INSERT AS FOLLOWS:

### **101.15 Contract Time**

~~The number of work days or calendar days allowed for completion of the contract or phase of the contract, including authorized time extensions.~~

~~If a calendar date of contract completion or contract phase completion is shown in the Proposal in lieu of the number of work or calendar days, the contract shall be completed by that date.~~

*As detailed in the Term of Contract and Option Periods section of INDEFINITE DELIVERY INDEFINITE QUANTITY WORK ORDER CONTRACT INTENT.*

### **101.15.1 Work Order Completion Time**

*The Work Order Completion Time is the time within which the Contractor shall complete the detailed scope of work. The Work Order Completion Time will be identified with each Work Order on the Work Order Request Form.*

SECTION 101, BEGIN LINE 270, DELETE AND INSERT AS FOLLOWS:

### **101.24 Extra Work**

An item of work not ~~provided for in the contract as awarded~~ *in the original scope of work when the Work Order was issued* but found essential to the satisfactory completion of the ~~contract~~ *Work Order*.

SECTION 101, BEGIN LINE 344, DELETE AND INSERT AS FOLLOWS:

### **101.35 Notice to Proceed**

Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of ~~contract~~ *work order completion time*.

SECTION 101, BEGIN LINE 378, INSERT AS FOLLOWS:

### **101.42 Project**

The specific section of the highway where work ~~is to~~ *shall* be performed under the contract. *A project may consist of one or more related Work Orders and Supplemental Work Orders.*

SECTION 101, BEGIN LINE 465, DELETE AND INSERT AS FOLLOWS:

**101.59 Specified Completion Date**

The date on which the ~~contract work~~ *detailed scope of work* is specified to be complete.

SECTION 101, BEGIN LINE 554, INSERT AS FOLLOWS:

**101.77 Work**

The furnishing of labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the contract *and work orders*.

SECTION 101, AFTER LINE 573, INSERT AS FOLLOWS:

**101.80 Base Term**

*The initial period of the Contract and does not include any Option Terms.*

**101.81 Estimated Annual Value**

*An estimate of the value of Work Orders that could be issued to the Contractor each year.*

**101.82 Work Order**

*A written order issued by the Engineer, and the Work Order Request Form, requiring the Contractor to complete the scope of work within the Work Order Completion Time for the Work Order Price. A project may consist of one or more Work Orders.*

**101.83 Work Order Price**

*The value of the approved Work Order Price Proposal and the amount the Contractor will be paid for completing a Work Order.*

**101.84 Work Order Price Proposal**

*A price proposal prepared by the Contractor that includes the pay items required to complete the scope of work.*

**101.85 Work Order Request Form**

*A set of documents including at least: (a) Work Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents.*

**101.86 Joint Scope Meeting**

*A site meeting to discuss the work before the scope of work is finalized.*

**101.87 Maximum Contract Value**

*The maximum value of Work Orders that the Contractor may receive under this Contract.*

**101.88 Minimum Contract Value**

*The minimum value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract.*

**101.89 Normal Working Hours**

*The hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for holidays as specified in 108.08.*

**101.90 Option Term**

*An additional period of time beyond the Contract Term which extends the termination date of the Contract.*

**101.91 Other than Normal Working Hours**

*The hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Holidays.*

**101.92 Supplemental Work Order**

*A secondary Work Order developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial scope of work, or changing the Work Order Completion Time.*

**101.93 Unit Price**

*The price published in the schedule of pay items for a specific construction or construction related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that pay item.*

**101.94 Work Order Notice to Proceed**

*A written notice issued by the Engineer directing the Contractor to proceed with construction activities to complete the Work Order.*

SECTION 104, BEGIN LINE 37, DELETE AND INSERT AS FOLLOWS:

**104.02 Changed Conditions**

A changed condition causes the work to substantially differ in kind or nature from the work as required in the ~~original contract~~ *scope of work*. The Department will ~~adjust the contract for changed conditions as described herein~~ *issue a Supplemental Work Order to alter, add to or deduct from the work for the changed conditions*. A ~~contract adjustment~~ *Supplemental Work Order* may revise one or more of the following:

SECTION 104, BEGIN LINE 49, DELETE AND INSERT AS FOLLOWS:

~~Changed conditions considered as reason for a contract adjustment~~ *supplemental work order* are differing site conditions, suspensions of work ordered by the Engineer, and significant changes in the character of the work. A request by the Contractor for a contract adjustment shall be based on one or more of the changed conditions described herein.

SECTION 104, BEGIN LINE 63, DELETE AND INSERT AS FOLLOWS:

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the ~~contract modified~~ *supplemental work order will be made* in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an ~~adjustment of the contract~~ *supplemental work order* is warranted.

No ~~contract adjustment~~ *supplemental work order* which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice of a changed condition in accordance with 105.16.

No ~~contract adjustment~~ *supplemental work order* will be allowed under this clause for any effects caused on unchanged work.

*No supplemental work order will be written for work exceeding the initial scope of work that is not necessary for the completion of the work order.*

### **(b) Suspensions of Work Ordered by the Engineer**

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, and/or ~~contract~~ *work order completion* time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will ~~make an adjustment (excluding profit) and modify the contract~~ *issue a supplemental work order* in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an ~~adjustment of the contract~~ *supplemental work order* is warranted.

No ~~contract adjustment~~ *supplemental work order* will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed in accordance with 105.16.

No ~~contract adjustment~~ *supplemental work order* will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

### **(c) Significant Changes in the Character of Work**

The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the ~~project~~ *scope of work of the work order*. Such changes in quantities and alterations shall not invalidate the ~~contract~~ *work order* nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the ~~contract~~ *work order*, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding

anticipated profit, will be made to the ~~contract~~ *work order*. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

No ~~contract adjustment~~ *supplemental work order* which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice of a changed condition in accordance with 105.16.

The term “significant change” shall be construed to apply only to the following ~~circumstances~~: *when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.*

- ~~1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or~~
- ~~2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125% or decreased below 75% of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of the original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.~~

#### **(d) Pre-established Remedies to Changed Conditions**

The Contractor and the Department shall cooperatively work to resolve a request for a ~~contract adjustment~~ *supplemental work order* due to a changed condition by means of the pre-established remedies described herein.

After receipt of a notice of a changed condition in accordance with 105.16, the Engineer will determine if the Contractor’s request for a ~~contract adjustment~~ *supplemental work order* is justified. The Engineer will respond to the Contractor in writing within two business days of the receipt of notification, or other time as mutually agreed, as to whether the request is justified and as to how the changed condition will be remedied.

If the Engineer determines that a request for a ~~contract adjustment~~ *supplemental work order* is justified, the changed condition will be remedied by means of a ~~contract adjustment~~ *supplemental work order* based on one or more of the following pre-established remedies.

1. Calculations and payment involving existing pay items in the contract.
2. Payment for extra work in accordance with 104.03.

3. Extension of ~~contract~~*the work order completion time in accordance with 108.08.*
4. Payment for delay costs in accordance with 109.05.2 as allowed by 108.08(b).

If the impact of a changed condition will not be known for some length of time, the following procedure shall be followed in order to expedite a ~~contract adjustment~~*supplemental work order* until the impact of the change can be determined.

SECTION 104, BEGIN LINE 189, DELETE AND INSERT AS FOLLOWS:

5. Refusal by the Contractor to attend any weekly meeting or to submit daily records at a weekly meeting will constitute a waiver to any objections to the accuracy of the Engineer's records and the Engineer's records will control for purposes of computing any ~~contract adjustment~~*supplemental work order* for the changed condition.

If the Contractor accepts the Engineer's remedy for a changed condition, the ~~contract adjustment~~*supplemental work order* will be considered to be full and complete compensation for the changed condition and no further contract adjustment will be made for the circumstances of the Contractor's request.

SECTION 108, BEGIN LINE 311, DELETE AND INSERT AS FOLLOWS:

#### **108.08 Determination and Extension of Contract Time**

~~The number of days allowed for the completion of the work included in the contract will be stated in the Proposal and will be known as the contract time~~*The time for completion of the scope of work will be stated in the Work Order and will be known as the Work Order Completion Time.*

*For work that occurs during an Option Term, the PAYMENT OF PREDETERMINED MINIMUM WAGE DETERMINATION, DAVIS-BACON ACT, General Decision Number in the Contract Information Book shall be replaced with the version last published, new year and current modification, on the USDOL System for Award Management, <https://sam.gov/content/wage-determinations>, internet website 10 days prior to the date of the Contractor's request to extend the Contract. This will be referenced and physically attached in a change order.*

If the ~~contract~~*work order completion time* is on a work day basis, as defined in 101.78, a weekly statement showing the number of days charged to the contract to date and for the preceding week, the number of days specified for completion of the ~~contract~~*work order*, and the days remaining and the controlling operation will be furnished. The Contractor will be allowed one week from the date it receives the statement in which to file a written protest setting forth in what respect the weekly statement is incorrect. Otherwise, the statement will be deemed to have been accepted by the Contractor as correct. For the purpose of computation, work days will be considered as beginning on the fifteenth calendar day after the date of the notice to proceed. All calendar days elapsing between the effective dates of orders to suspend work and to resume work for

suspensions which are not the fault of the Contractor will be excluded.

If the ~~contract~~ *work order completion* time is on a calendar day basis, it shall consist of the number of calendar days stated in the contract including all Sundays, holidays, and non-work days counting from the date of the notice to proceed. All calendar days elapsing between the effective dates of any orders to suspend work and to resume work for suspensions not the fault of the Contractor will be excluded. A weekly statement showing the controlling operation will be furnished. The Contractor will be allowed one week from the date it receives the statement in which to file a written protest setting forth in what respect said weekly statement is incorrect. Otherwise, the statement will be deemed to have been accepted by the Contractor as correct.

If the ~~contract~~ *work order completion* time is a fixed calendar date, it shall be the date on which all work on the contract shall be completed. For such contracts, an extended date of completion will be considered for delay in the issuance of the notice to proceed if the notice to proceed is not issued within 30 days of the letting, except if the delay is due to the failure of the Contractor to furnish requested forms or information. Unless otherwise determined, an extension to the contract completion date and intermediate completion date will be allowed for each calendar day from 30 days after the date of the letting to and including the date of the notice to proceed. A weekly statement showing the controlling operation will be furnished. The Contractor will be allowed one week from the date it receives the statement in which to file a written protest setting forth in what respect said weekly statement is incorrect. Otherwise, the statement will be deemed to have been accepted by the Contractor as correct.

The number of days for performance shown in the ~~contract as awarded~~ *work order* will be based on the original quantities as defined in 104.02.

- (a) ~~For a completion date contract, unless otherwise determined, an increase in quantities will not increase the time specified for the performance of the contract.~~Blank.
- (b) ~~If intermediate completion times are specified, unless otherwise determined, an increase in quantities will not increase the time specified.~~

If an intermediate completion time is specified for road closure or restriction, the first day or portion thereof of the closure or restriction will constitute the first chargeable day. The date the road is opened to unrestricted traffic will be counted as a chargeable day, regardless of the time of day when the roadway is opened. Open to unrestricted traffic shall be as defined in 101.36. Temporary pavement marking materials in accordance with 801.12 shall be placed if the final marking materials cannot be placed in accordance with 808.07(b).

If the Contractor finds it impossible for reasons beyond its control to complete the work within the ~~contract~~ *work order completion* time as specified prior to the expiration of the contract time, a written request in accordance with 105.16 may be made for an

extension of time setting forth therein the reasons which will justify the granting of the request. A plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the ~~contract~~*work order* controlling operation was delayed due to an excusable delay under 108.08(a) or 108.08(b), the Department will extend the ~~contract~~*work order completion* time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. The Department will not extend ~~contract~~*work order completion* time for a non-excusable delay under 108.08(c).

SECTION 108, BEGIN LINE 460, DELETE AND INSERT AS FOLLOWS:

~~Contract~~*Work order completion* time will not be charged during the required cure period for concrete surfaces requiring a sealer, provided all other ~~contract~~*work order* work is completed and all lanes are open to traffic. Charging of ~~contract~~*work order* time will resume after the required cure period. The ~~contract~~*work order completion* time will be adjusted as follows:

- (a) If the ~~contract~~*work order* completion time is on a work day basis, work days will not be charged for those days on which work is suspended.
- (b) If the ~~contract~~*work order* completion time is on a calendar day basis, all calendar days on which work is suspended will be excluded.
- (c) If the ~~contract~~*work order* completion time is a fixed calendar date, the ~~contract~~*work order* will not be extended.

SECTION 108, BEGIN LINE 566, DELETE AND INSERT AS FOLLOWS:

The Department will extend the ~~contract~~*work order completion* time for completion and will pay for delay costs covered under item 1 above in accordance with 104.03.

The Department will make payment for delay costs under items 2 and 3 above in accordance with 109.05.2.

#### **(c) Non-Excusable Delays**

Non-excusable delays are delays that are the fault or responsibility of the Contractor. The Department will not extend the ~~contract~~*work order completion* time or compensate the Contractor for delay costs due to non-excusable delays.

#### **(d) Concurrent Delays**

Concurrent delays are separate delays to the controlling operation or critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will extend the ~~contract~~*work order completion* time but will not make payment for delay costs. When a non-excusable delay is concurrent with an excusable delay, the Department will not extend the ~~contract~~*work order completion* time and will not make payment for delay costs.

SECTION 108, AFTER LINE 619, DELETE AND INSERT AS FOLLOWS:

*When the work order completion time is on either the calendar day or fixed calendar date basis, the schedule for calendar days shall be used. When the work order*



*completion time is on a work day basis, the schedule for work days shall be used.*

Adjustments to the contract payment with respect to liquidated damages will be included in a liquidated damages pay item. The unit price for this pay item will be \$1.00 and the quantity will be in units of dollars. The quantity ~~is the total calculated in accordance with the Proposal or Special Provisions~~ shall be \$1,500 daily.

SECTION 109, DELETE LINE 290, THROUGH 636.

SECTION 109, AFTER LINE 636, INSERT AS FOLLOWS:

**109.03 Blank**

**109.04 Blank**

SECTION 109, BEGIN LINE 1008, INSERT AS FOLLOWS:

**109.07 Partial Payments**

*The Department will make one payment for all Work Orders that have a Work Order Completion Time of 45 days or less, or a Work Order Price of \$25,000 or less. For all other Work Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.*

*Before submitting for Payment, Final or Partial, the Contractor shall reach an agreement with the Engineer concerning the percentage complete of the detailed scope of work and the dollar value for which the Payment may be submitted.*

The contract may contain more than one project. Partial payments may be made once each month as the work progresses or twice each month if it is determined that the amount of work performed is sufficient to warrant such payment. These payments will be based on estimates, prepared by the Engineer, of the value of the work performed and materials complete in place in accordance with the contract. No partial payment will be made or estimates will not be submitted when the total value of the work done since the last estimate amounts to less than \$500.

SECTION 110, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

**110.02 ~~Limitations~~Blank**

~~For the purpose of payment, the mobilization portion of this work will be limited to 5% of the original total contract price. The remainder of the work will be considered demobilization. The first progress estimate will include a percentage payment of the pay item for mobilization and demobilization that is equal to the lesser of 5% of the original total contract price or the contract lump sum price for the pay item mobilization and demobilization.~~

~~The balance of the lump sum price will be paid when the contract has been completed and accepted.~~

SECTION 110, BEGIN LINE 23, DELETE AS FOLLOWS:

**110.04 Basis of Payment**

~~This work will be paid for at the contract lump sum price for mobilization and demobilization.~~ *Payment for mobilization and demobilization will be calculated based on the*

*needs to complete the scope of work determined for the work order at the time of the joint scoping meeting. Mobilization and Demobilization shall be included in the Work Order Price Proposal as part of the Work Order Request Form completed by the Contractor.*

Payment will be made under:

**Pay Item**

**Pay Unit Symbol**

Mobilization and Demobilization, *IDIQ* ..... ~~L~~*SDOL*

The cost of all materials, equipment, tools, labor, transportation, operations, and incidentals required for mobilization and demobilization shall be included in the cost of this work.

~~If no pay item for mobilization and demobilization is shown in the Schedule of Pay Items, the cost of the work described above shall be included in the total cost of the contract, with no direct payment for the work.~~

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