

DIVISION 100  
GENERAL PROVISIONS

Within Division 100 of the 2004 SSHC make the following language changes:

**101-1.03 DEFINITIONS.**

Delete the following definitions and their text:

**CONTINGENT SUM.**

**MAJOR CONTRACT ITEM.**

**MATERIALLY UNBALANCED BID.**

**MATHEMATICALLY UNBALANCED BID.**

**MINOR CONTRACT ITEM.**

Add the following definitions:

**SCHEDULE OF VALUES.** A document submitted by the Contractor to the Department for approval. The approved document establishes the value of separate work items that comprise the total Contract Price and it serves as a basis for computing progress payments.

**CONTRACT PRICE.** The total amount payable to the Contractor by the Department under the terms of the Contract.

Change the text of the following definitions:

**CONTRACT ITEM (PAY ITEM).** A specifically described unit of Contract work.

**SUBSIDIARY.** Delete text and replace with the following: Work or material not measured or paid for directly. Compensation for such work is included in the Contract price.

**102-1.02 CONTENTS OF BID PACKAGE.**

Delete: "Item 2. Estimates of quantities of work and materials to be furnished;"

Delete: "Item 3. Schedule of contract items for which bid prices are invited;"

**102-1.03 INTERPRETATION OF QUANTITIES.**

Delete the text of this subsection in its entirety and replace with: Bidders shall determine the quantities of work to be done and materials to be furnished under the Contract. Bidders shall base their bid price on their estimated quantities.

Any quantities shown in the Contract Documents were used by the Department to develop the Engineer's cost estimate. The Department assumes no responsibility for such quantities or any incidental information in the bid package that may be construed as a quantity of work or materials. Bidders shall accept their Bid Price as full compensation for providing all quantities of work and materials necessary to complete the project as specified.

**102-1.05 PREPARATION OF BID.**

Delete: "Item 2. Enter a unit price for each contract item for which a quantity is given;"

Delete: "Item 3. Enter the products of the respective unit prices and quantities in the column provided;"

Delete: "Item 4. Enter lump sum prices for lump sum contract items in the column(s) provided; and"

Delete and replace Item 5 with:

5. Enter the lump sum amount of the basic bid and, when specified, for any alternates.

#### **102-1.09 WITHDRAWAL OR REVISION OF BIDS.**

Delete second paragraph and replace with: Revisions shall only show the incremental modification to the original bid. Do not reveal the amount of the total original or revised bid.

#### **103-1.01 CONSIDERATION OF BIDS.**

Delete first paragraph and replace with: After the bids are opened and read, the bids will be compared on the basis of the basic bid or basic bid plus alternates, as indicated on the bid schedule. The results of such comparisons will be made available to the public as soon as practicable.

#### **104-1.02 CHANGES.**

Delete description in Item 1.a. and replace with: If the changed work does not materially differ in character or cost from specified Contract work, the Contractor shall perform the work at the original Contract Price.

In Item 1.b. in the first sentence, delete the word: "unit"

In Item 3, Cost and Pricing Data, add the following last sentence: The Contractor shall explain any price deviation from the schedule of values for similar work.

#### **106-1.03 TESTING AND ACCEPTANCE.**

Add the following sentence to the first paragraph: When the Contract specifies Quality Control and/or Acceptance testing frequencies, the Contractor shall provide timely measurements of material production and application rates to the Engineer, to allow the Department to properly sample and test.

#### **108-1.03 PROSECUTION AND PROGRESS. Add the following numbered paragraph:**

10. A Schedule of Values submitted on a state contract form. The Contractor shall break down all Contract work into measurable work items, in sufficient detail to serve as a basis of progress payments. Any stockpiled materials for which interim payment is proposed shall be included. The Schedule of Values must indicate a quantity and unit cost including overhead and profit for each work item, the total cost for each work item, and the total cost for all work items. The total cost for all work items must equal the total Contract price.

#### **108-1.09 TERMINATION FOR CONVENIENCE.**

In Item 6, delete paragraph 2 and replace with: The total settlement, whether determined under this Subsection 108-1.09.6 or under Subsection 108-1.09.7, exclusive of the costs listed in Subsection 108-1.09.3.a.(3), may not exceed the total contract price as reduced by previous payments made and the value of work not terminated, as determined from the approved Schedule of Values.

#### **109-1.02 MEASUREMENT OF QUANTITIES.**

Delete the text of this subsection in its entirety and replace with: The Contractor shall determine the quantities of work completed during each Contract pay period. The Contractor shall maintain current records of measurements, invoices, estimates, and computations for each pay request and make them available to the Engineer for inspection through Final Acceptance.

When the Contract specifies Quality Control and/or Acceptance testing frequencies, the Contractor shall provide timely measurements of material production and application rates to the Engineer, to allow proper sampling and testing.

#### **109-1.03 SCOPE OF PAYMENT.**

Delete the text of this subsection in its entirety and replace with: The Contractor shall accept the Contract Price as full payment for furnishing all resources necessary to complete all work under the Contract in a complete and acceptable manner. The Contractor shall assume all liability for risk, loss, damage, or expense resulting from the work, subject to Subsection 107-1.18.

**109-1.04 COMPENSATION FOR ALTERED QUANTITIES. Delete the text of this subsection in its entirety and replace with:** Except as provided in Subsection 104-1.02, no allowance shall be made to the

Contractor for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed, from alterations in quantities.

**109-1.05 COMPENSATION FOR EXTRA WORK.** *Item 4, delete second sentence and replace with:* No percentage will be paid on work covered under the original Contract.

**109-1.06 PROGRESS PAYMENTS.** *Add the following second paragraph:*

The Contractor shall submit an estimate of work completed based on the approved Schedule of Values. The Contractor shall include supporting documentation as required by the Engineer.