



MARICOPA COUNTY
Department of Transportation

MEMORANDUM

Date: May 11, 2016

To: MAG Specifications and Details Committee

From: Robert Herz, MCDOT Representative

Subject: Case 16-12 Revision to Alteration of Work Section 104.2.1 **Case 16-12**

PURPOSE: Replace existing requirements of Section 104.2.1 with Maricopa County requirements.

EXISTING TEXT:

104.2 ALTERATION OF WORK:

*104.2.1 **By the Contracting Agency:** The Contracting Agency reserves the right to make, at any time during the progress of the work, such alterations in the details of construction and such increases or decreases in quantities as may be found necessary or desirable. Such alterations and changes shall not invalidate the contract nor release the surety and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract. The Engineer will issue Change Orders to cover unforeseen circumstances which make it impossible to carry out the work in accordance with the original contract plans and specifications.

If the alterations or changes made by the Contracting Agency increases or decreases the total cost of the contract or the total cost of any major item by more than 20 percent, either party may request an adjustment in payment in accordance with Section 109.

*Not applicable to Improvement District Projects.

REVISION:

104.2 ALTERATION OF WORK:

*104.2.1 **Significant Changes In The Character Of The 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. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and 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, 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 profits, will be made to the contract. 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 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.

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 or;
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 25 percent or decreased in excess of 25 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 25 percent of original contract item quantity, or in case of a decrease in excess of 25 percent, to the actual amount of work performed.

*Not applicable to Improvement District Projects.