

SPECIAL PROVISIONS

IN ALL CASES WHERE THESE SPECIAL PROVISIONS CONFLICT WITH THE TECHNICAL SPECIFICATION SECTIONS, GENERAL CONDITIONS OF THE AGREEMENT, SUPPLEMENTARY GENERAL CONDITIONS, CONTRACT CONDITIONS, OR ANY OTHER DOCUMENT CONTAINED HEREIN, THESE SPECIAL PROVISIONS SHALL GOVERN.

1. The CONTRACTOR shall do all necessary excavation, trenching, demolition, grading, backfill, etc., to complete the project. All excavation is unclassified. All material removed such as concrete, broken pipe, excess backfill, etc., shall become the property of the CONTRACTOR and he shall be responsible for removing it from the site at not extra expense to the OWNER. Any existing material deemed salvageable by the ENGINEER or the OWNER shall be carefully removed and hauled to a designated location as directed by the OWNER or ENGINEER within the City at no extra expense to the OWNER.
2. The CONTRACTOR shall be limited only to existing ROW for operations and/or easements provided by the OWNER. The CONTRACTOR at no extra cost to the OWNER will correct any damages done to property outside these designated work areas to its original or better conditions. It is important that the CONTRACTOR be aware of the work limits so that no damage can result to those areas outside these limits.
3. All trees, plants, grass and shrubs, except those which will be affected by construction shall be protected at all times. The areas in and adjacent to the construction site shall be restored to their original conditions after necessary fine grading is completed. The CONTRACTOR shall provide new grass of the same type removed to restore damaged areas. Only quality sandy loam topsoil shall be used for filling the top four inches of those areas damaged or filled.
4. Existing lawns are to remain intact as far as practical. The CONTRACTOR shall duly restore such areas disturbed to as good or better than original condition using the same type of grass, shrubs, or cover as the original. The CONTRACTOR shall be responsible for correcting any erosion that occurs at his cost without claim for extra compensation.
5. Damages done to existing utilities, power poles, fences, signs, mailboxes, driveways, culverts, pavement, drainage systems, etc. shall be repaired by the CONTRACTOR at no cost to the OWNER, and such costs shall be subsidiary to the various unit items in the Proposal.
6. The OWNER shall provide all testing. Testing shall be paid by the OWNER on all necessary testing selected by ENGINEER, but re-testing shall be charged to the CONTRACTOR from his monthly estimates, and no additional compensation will be made or allowed for reworking the necessary defective work not meeting the specified work of the plans and specifications. Any re-testing required by no-passing results shall be paid for by the

CONTRACTOR and shall be deducted from the contract amount. The ENGINEER, at his sole discretion, may require the CONTRACTOR to perform any necessary uncovering of any improvements to verify compliance with specifications by either visual observation or materials testing at no extra expense to the OWNER.

7. The CONTRACTOR shall furnish the Site Inspector and Observer, OWNER, and ENGINEER the names, address and telephone numbers of all personnel responsible for the work in case of Emergencies.
8. The successful CONTRACTOR shall attend a Pre-Construction Conference with the OWNER and ENGINEER at the date and time specified.
9. The CONTRACTOR shall submit to the ENGINEER a proposed sequence of work outline with approximate completion dates to be reviewed at the pre-construction conference. During the course of construction, the ENGINEER may request updates to the schedule indicating the start of the several part of the work and the estimated dates of completion of the several parts. Unless otherwise noted on the plans, the ENGINEER may require modification of construction schedule to meet any OWNER recognized or OWNER sponsored events which may be affected by the CONTRACTOR'S activities without claim for extra compensation.
10. It is important that traffic be interrupted at a minimum during construction. Prior to any ***Public Road Closures***, a Traffic Control Plan (TCP), prepared by a Registered Professional Engineer, must be submitted by the CONTRACTOR and written approval must be issued by the ENGINEER and OWNER. The OWNER may, at its sole discretion, require continuous operation of construction activities to minimize traffic interruption. The preparation and submittal of the TCP, its approval process, or continuous operation requirement shall not constitute a claim for additional compensation or time extension of the Project.
11. The CONTRACTOR is solely responsible for notifying the Engineering Department, Police Department, Fire Department, School District, Emergency Services, and other interested entities at least 48 hours in advance of any OWNER approved road closures or detours.
12. All traffic control devices shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
13. All work must be performed during regular business hours of 8 a.m. to 5 p.m., Monday thru Friday, except OWNER recognized holidays. It is the CONTRACTOR'S sole responsibility to complete all work within the time specified in the Contract during the designated hours of operation. The CONTRACTOR may request work outside these hours, but will require the presence of the City's Field Inspector, the cost of which will be borne by the CONTRACTOR. No cost for the OWNER'S Field Representative will be charged should the work be requested by the OWNER.
14. The CONTRACTOR shall be responsible for construction staking for the entire project and shall be done in accordance with the Specifications. The OWNER shall provide horizontal

and vertical control. Staking shall be performed by a Registered Professional Land Surveyor or Professional Engineer qualified to do such construction staking at no additional cost to the OWNER. CUT SHEETS shall be submitted to the ENGINEER and OWNER for review and approval.

15. The Plans show approximate locations of existing utilities including gas lines, telephone lines, power lines, water lines, sewer lines, storm sewers and irrigation lines within the vicinity. The CONTRACTOR is responsible for locating all existing utilities and shall exercise extreme care in working in the vicinity of these lines. The CONTRACTOR shall notify the Utility Companies while working in the vicinity of the corresponding private or public utilities.
16. All existing lines, whether belonging to the Public or Private shall remain in operation at all times. Switchover time, re-connecting new service from existing lines or services (if any) shall be kept to a minimum. Unless otherwise shown as a Bid Item, reconnections to existing water and sanitary sewer services shall be subsidiary to all items of the Bid Proposal at no additional cost to the OWNER.
17. The OWNER reserves the right to add or delete quantities of bid items in the Proposal at the Unit Prices given, provided however that such additions or reductions are within the aggregate limits specified in the General Conditions of the Agreement. No additional compensation will be made to the CONTRACTOR for increases in quantities resulting from deviations from the dimensions of the plans unless such deviation is approved in writing and in accordance with the Change Order provisions of the Contract Documents.
18. The CONTRACTOR is expected to conduct his work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. CONTRACTOR shall provide ENGINEER and OWNER an Erosion Control Plan (ECP) as part of a permit application to be completed and approved by the ENGINEER prior to commencement of work. Earth cuts and fills shall have smooth, flat side slopes, as generally indicated on the Plans, to preclude erosion of the soil. Such operations should be times consistent with the actual need for doing the work and only to leave raw, unprotected surfaces for a minimum of time. The preparation and submittal of the ECP or its approval process shall not constitute a claim for additional compensation or time extension of the Project.
19. Until acceptance by the ENGINEER of any part of all of the material, as provided for in these specifications, it shall be under the charge and care of the CONTRACTOR, and he shall take every necessary precaution against injury or damage to any part of the material by action of the elements of the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the material occasioned by any of the above causes before its completion and acceptance.
20. In cases where the CONTRACTOR deems extra compensation is due him for materials not clearly covered in the contract, or not ordered by the ENGINEER as an extra item, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the work. The CONTRACTOR shall not proceed

until the OWNER, ENGINEER, and CONTRACTOR approves a written CHANGE ORDER. Failure on the part of the CONTRACTOR to give such notification or to afford the ENGINEER proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONTRACTOR and the keeping of costs by the ENGINEER shall not in any way be construed to prove the validity of the claim. When the work has been completed, the CONTRACTOR shall, within 10 days, file his claim for extra compensation with the ENGINEER.

21. Upon the failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned materials immediately after receiving written notice from the ENGINEER, the OWNER may recover for such defective materials on the CONTRACTOR'S bond, or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the CONTRACTOR, which cost will be deducted from any money due him.
22. The CONTRACTOR shall warrant all work for a period of not less than one (1) year from the date of final acceptance of the work by the ENGINEER. CONTRACTOR is responsible for scheduling a final inspection in the presence of the OWNER, ENGINEER, and CONTRACTOR, whereupon all items must be in accordance with plans and specifications prior to final acceptance.
23. All asphalt pavement repairs shall be completed as per the construction plans and specifications. The CONTRACTOR shall not leave any area requiring repairs in excess of 1,300 square yards or in excess of 30 days, whichever is less. The OWNER or ENGINEER may require immediate asphalt pavement repair should traffic conditions warrant. Failure by the CONTRACTOR to make the necessary repairs within the time specified by the OWNER may result in corrective action by the OWNER including the employ of materials, labor and equipment to satisfactorily perform such work and charge the cost of the same to the CONTRACTOR, which cost will be deducted from any money due him.