

SPECIAL CONDITIONS

In addition to the General Conditions and specific requirements of these specifications, the following Special Conditions are set forth. These conditions shall in no way relieve the contractor of complying with or lessen the requirements of any part of the plans.

1. SUPERVISION

The Contractor shall provide a competent superintendent who will be in charge of the work on the streets at all times in addition to the top or spreader foreman, construction, or other foreman required to properly supervise other operations. This superintendent shall have complete control and responsibility over cleaning, excavating, grading, tack coating, spreading, rolling and trucks, and shall arrange to have immediate control over the plant in order that the plant will be promptly shut down in the event of rain, mechanical failure of equipment or any other cause that would prevent the immediate placing of hot mixed material. No work will be executed in the absence of this superintendent; temporary absence of short duration due to emergencies at the plant or other causes excepted.

2. CREWS

The Contractor shall provide in addition to supervision a minimum paving crew. This crew shall consist of one asphalt spreader operator, two roller operators, two asphalt spreader screw operators, two asphalt rakers, and two laborers. In areas where traffic control is deemed necessary by the City Engineer, the Contractor shall provide two flag men. (Cleanup crew shall be a separate crew from paving crew. When replacing topping mix asphalt, use 3 operators, (3 rollers) and a ten (10) person crew.)

3. SEQUENCE OF WORK (PAVING ONLY)

The following sequence of work shall be followed in construction of the project, except as changes that may be authorized by the Engineer or directed by him if found necessary:

- a. Conditioning of existing surface
- b. Clean street
- c. Tack coat
- d. Paving
- e. Clean-up

It is the intention of these specifications that each street shall be completed before operations are started on another. Overlapping of operations will be permitted only to permit the maximum utility of men and equipment. The top or surface shall be placed after a reasonable amount of binder is in place.

The Contractor shall be cooperative at all times with all utilities, or their duly authorized agent or contractor, in installing or correcting new services and shall coordinate all phases of the work with said utilities to avoid unnecessary delays or complications.

4. DISPOSAL OF SURPLUS EXCAVATION

Contract P-1-01 herein provides that all acceptable surplus excavation removed from within the limits of this project shall be disposed of on property of the City of Chattanooga. All arrangements for this dumping shall be coordinated with the City department having jurisdiction. In the event that this surplus is not required on City property, the Contractor may dispose of the surplus at will, if so directed by the Engineer. If surplus is deposited in the designated site, or other City properties, the dumped material shall be spread by the Contractor in any orderly fashion. No special compaction is required under the terms of this contract.

5. CONSTRUCTION METHODS AND PROTECTION OF PROPERTIES

The Contractor may use any such equipment to do the work, as set forth above, as he wishes within the general limits of the job site, provided such equipment is able to perform the job according to schedule.

At all times the Contractor is responsible for damage to City streets as a result of their use in this project. The streets must be kept clean of all dirt, stone, or debris. All debris, dirt, etc., whether caused by rains, storms, spillage from trucks or otherwise, shall be kept out of City sewers. The Contractor is responsible for and may not plead ignorance of City ordinances and amendments thereto that may effect this use of City streets or sewers.

Whenever existing sewers are broken or damaged as a result of traffic or excavation by the Contractor, it shall be the responsibility of the Contractor to maintain services of the existing sewers until such time as the new proposed relocated sewers can be constructed, in order to promote health and general welfare. If the Contractor should damage any existing sewer, he shall repair or replace the sewer at his own expense as directed by the Engineer.

The Contractor is warned to prevent excessive dust or air pollution that may disfigure or soil any public or private facilities. The use of water sprinklers, or other approved devices to reduce dust will be necessary if such is the case. Also, in cases of heavy rains or storms, every effort shall be made to prevent mud or water which may result due to the construction of Bituminous Pavement Resurfacing from accumulating on or damaging any City property and/or any private owner.

6. INCREASE OR DECREASE QUANTITIES

The City reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time, when and as found necessary and the Contractor shall perform the work as altered, increased by not more than fifty percent (50%) of the total base bid, or decreased by not more than fifty percent (50%) of the total base bid at the contract unit prices. If an increase is decided upon, the Contractor will be required to execute a supplemental surety bond covering the increased amount. No allowances shall be made for any change in the anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the contract.

7. SUSPENSION AND RESUMPTION OF CONTRACT

Pursuant to the conditions as set out in the specifications for hot asphaltic concrete binder and surface courses with particular reference to the limitations of temperature and weather conditions, the City may at its option and upon written notice, suspend the contract over the winter and bad weather months. The Contract may then be resumed when weather conditions will permit the application of the above pavement, at the discretion of the City Engineer. The notice to resume said contract shall be in writing. The suspended period will in no way be counted against the Contractor's allotted time to do the entire work.

This provision does not relieve the Contractor of the responsibility to maintain existing work already completed or any other responsibilities of the contract; nor shall the Contractor, upon basis of this fair notice herein, be eligible to make claim for or receive any damages for loss of overhead, plant expense or anticipated profits nor any other expenses incurred due to delay.

8. USE OF STREET

Contractor will be permitted to close a street when necessary for the proper prosecution of the work. The Contractor shall keep the Police and Fire Department continuously informed as to his intentions to close streets and shall give the Police Department sufficient notice in order that "No Parking" signs may be placed at the proper time to clear the street for construction. The Contractor shall maintain proper barricades and watchmen to detour traffic.

9. BUILDING FOR LABORATORY:

The Contractor shall furnish for the use of field engineers and inspectors an approved weatherproof building. This building shall be located conveniently near the asphalt plant and shall be separated from any building used by the Contractor. The floor space shall be not less than 12 x 10 feet, the ceiling not less than 7 feet in height, and there shall be at least two single sash lighting windows. It shall be furnished with a wooden locker large enough for the storage of implements and testing equipment and with one bracketed wall table at least 3 x 6 feet in dimensions. The Contractor shall furnish heat and light. No direct payment will be made for this building on any labor, material or other expense in connection therewith. The cost thereof shall be included in the bid price for the various items of the contract.

10. EQUIPMENT

All equipment necessary for the satisfactory performance of the work, to include one self-propelled asphalt spreader with extendable screed, two twelve-ton rollers, rubber-tired roller, and necessary trucks, shall be on the project and approved by the Engineer prior to construction.

11. STREET LIST

The street list under the Street List by District of these specifications and estimated quantities are for the Contractor's estimate. The City reserves the right to change or revise the list as deemed necessary by the City Engineer.

END OF DOCUMENT