

CITY OF AUBURN STANDARD SPECIFICATIONS

GENERAL CONDITIONS

SECTION 4 SCOPE OF WORK

4.01 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract is complementary, and what is required by one portion of the Contract shall be required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

4.02 ALTERATION OF DRAWINGS OR CHARACTER OF WORK

The Engineer may, without notice to the Surety and without change in the unit prices, make alterations in the Drawings or in the nature of the Work which he may consider necessary or desirable during the progress of the Work to complete fully and acceptably the proposed construction, provided that such alterations do not materially change the general features of the original Contract. Material changes shall be understood to mean those changes in the original Contract made necessary by the exigencies of the Work resulting in the alteration of costs to the Contractor by an amount, which could not have been foreseen at the time of this bidding upon the Work. The City reserves the right for the Engineer to revise any part of the alignment, grades, structures, width, and other dimensions on the Work, if the Engineer deems it advisable and such changes shall not be considered material changes. The City also reserves the right for the Engineer to increase or decrease the quantity of any or all of the items listed in the estimate of approximate quantities in the Proposal Form and such increase or decrease shall not be considered as a waiver of any of the conditions of the Contract or Contract Bonds.

4.03 EXTRA WORK

In connection with the Work covered by this Contract, the Engineer may at any time during progress of the Work order other work or materials incidental thereto. If any such work and material is not listed as a pay item with a contract unit bid price or if compensation therefore is not included in the contract unit prices bid for other items under the terms of the Contract, such work will be designated as Extra Work, and shall be performed by the Contractor as directed, provided, however, that before any Extra Work is started the Engineer shall furnish the Contractor a Proposal Form, stating the location, kind, and estimated quantities of the Extra Work to be done. The Contractor shall indicate on this Proposal Form the compensation (unit price or lump sum) for which he will perform the Extra Work and this proposal shall be submitted to the City for approval.

The City may approve the proposal, in which case it shall be an authorization for doing the Extra Work and shall become a part of the Contract, but if the City considers the price submitted for any item of the Extra Work excessive and a satisfactory adjustment price cannot be reached for such item, it shall be optional with the City to terminate the Contract in so far as it applies to such item

or Extra Work in question and perform such item or Extra Work by other agents or other means or to direct that the Contractor perform the work on a "Force Account" basis. The City may reject claims for payment for Extra Work not so authorized.

Extra Work shall be done under the supervision of the Engineer and his decision shall be final and binding. The plan of the work to be followed, the equipment to be used, and the amount and character of labor to be employed shall meet with his approval.

4.04 TRAFFIC CONTROL

All traffic control devices shall conform to the MUTCD, latest edition. All required traffic control measures must be installed and approved by the City of Auburn prior to any construction activities. All traffic control measures must have reflectivity as outlined in the ALDOT Specifications. The City of Auburn reserves the right to reject any items with incorrect reflectivity and placement and deny payment of the same.

If the Contractor fails to install and maintain proper traffic control measures, the City of Auburn reserves the right to immediately stop work, at no cost to the City, until such measures are installed properly.

4.05 CONSTRUCTION AND MAINTENANCE OF DETOURS

No road or section of road shall be closed to traffic except with the written permission of the Engineer and no construction operations that will in any way inconvenience the traveling public shall be started until adequate provisions have been made to detour or by-pass traffic in safety and comfort. The Contractor shall give at least 48 hours notice of an anticipated road closure to the Project Manager, unless an emergency arises.

The Contractor shall maintain all detours over the Work. Unless otherwise provided in the Special Conditions, the road, which is undergoing improvement, shall, except at times when deemed impractical by the Engineer, be kept continuously open to public traffic and in passable and safe condition.

When the Contractor hauls materials over any detour or public road, he shall so regulate his loads that the capacity of the road and its structures or the Alabama Department of Transportation load limits, whichever is less, are not exceeded and he shall be responsible for any specific damage that may result to the road or its structures from failure to observe regulations governing traffic thereon.

4.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

Unless otherwise provided, the Contractor shall remove at his expense any existing structure or part of a structure, fence, building, or other encumbrance or obstruction upon or within the limits of the Work, which interfere in any way with the new construction. Compensation for the removal of any structure shown on the Drawings shall be as indicated in the Contract.

4.07 FINAL CLEAN UP

Upon completion and before work will be finally accepted and final payment made, the Contractor shall clean and remove from the Work and adjacent property, stream channels, sites of structures, and all areas occupied by him in connection with the Work, *all weeds, shrubs, stumps, or portions of trees, and all loose rock, boulders*, false work, temporary structures, machinery and equipment. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the Work and sites of structures, in a neat presentable condition throughout the project. Clearing material from the right-of-way and depositing it on abutting property with or without the consent of the property owner will not be considered a satisfactory method of disposal.

4.08 MAINTENANCE OF THE WORK DURING CONSTRUCTION

The Contractor will be required to maintain the Work from the date of the approval of his Contract until the entire Contract is completed and shall maintain for thirty- (30) days after it is completed.

The maintenance shall consist of continuous and effective work prosecuted day by day with adequate equipment and forces to the end of keeping the road and structures in satisfactory and acceptable condition at all times.

The Contractor shall take adequate precautions to protect trees, shrubs, and plants from injury during construction operations. This shall include, but is not limited to, barrier fencing for tree protection, erosion and sediment control measures, etc. In addition, the Contractor shall on a daily basis remove excess debris, materials, etc. from the construction site.

Compensation for the maintenance work during construction and before the work is finally accepted shall be included in the contract unit prices bid on the pay items of the work and the City will not pay additional for such work.

4.09 FAILURE TO MAINTAIN ROADS OR STRUCTURES

The failure of the Contractor, at any time, to comply with the above provisions for Maintenance of the Work (Section 4.07) will result in the following:

1. The Engineer will immediately notify the Contractor, his superintendent or employees to comply with the required maintenance provisions.
2. In the event the Contractor fails to remedy his lack of or unsatisfactory maintenance within one (1) day after the date of issuance of this notice, the City will proceed immediately with adequate forces and equipment to maintain in a satisfactory and acceptable manner the road, or structures, and the entire cost of this maintenance will be deducted from monies due or that become due the Contractor on this Contract, or any other contract the Contractor may have with the City.
3. As an alternate to the City's taking over the maintenance, all the quantities of the Work performed which are not properly maintained may be deducted from the current estimate even if such quantities have been allowed on a previous estimate.