



SPECIAL CONDITIONS - PART ONE
for

Project No. _____

1.0 GENERAL:

1.01 **Clarification of Terms:** The Special Conditions are intended to specify and provide additional description, clarification, or conditions that are applicable to this Contract. These Special Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

2.0 CONTRACT TIME:

2.01 A written *Notice of Award* will be issued by the City by _____, _____, and the Contractor shall pick up three (3) sets of the blank Contract Documents on the same day and execute all necessary pages of the contracts and their required documents and submittals, and deliver them to the Purchasing Department by _____ am/pm, _____, and shall start the Work within seven (7) consecutive calendar days of the date of the Bid Award by the City Council and after attending the *Pre-Construction Conference (Notice to Proceed)*. The City of Aspen has set the date for *Pre-construction Conference* on _____ at _____ am/pm in _____.

2.02 Following the *Notice to Proceed*, the Contractor shall execute the Work with due diligence and shall fully complete in every detail of the Work to be done under this Contract within _____ *Consecutive Working Days*. The Contract Time is from the *Notice to Proceed*, plus any extensions to the Contract Time if authorized by the City Engineer. The effective date of the "*Notice to Proceed*" is the date set for a *Mandatory Pre-construction Conference*.

2.03 All Work shall be one hundred percent (100%) complete for this project on or before _____. The Contractor shall be responsible for implementing all improvements by this date.

3.0 EXPLORATION REPORTS & MATERIALS TESTING:

Exploration reports and tests of subsurface conditions at the site, are not available from the Design Engineer. The Contractor shall perform such subsurface soils investigations when deemed necessary through a certified materials Lab. All soil sampling & compaction, concrete paving, and hot mixed asphalt paving related testing and re-testing will be performed by a certified materials testing laboratory acceptable to the City Engineer and at his/her direction. The cost of testing and re-testing shall be paid by the Contractor.

4.0 PROJECT ENGINEER AND THE CITY'S REPRESENTATIVE:

The Project Engineer and the City's Representative for this project shall be a member of the City Engineering Department staff and shall be designated and changed as necessary by the City Engineer.

Unless provided in writing by the City Engineer, any on-site Inspector or Representative of the City shall not have the authority to render any binding decision nor make any binding judgments to the Contractor pertaining to any work which may change the Contract price or time of completion, or change the quality of Work, or change the manner in which the Work is being performed.

The Project Engineer and the City's Representative shall serve as a means of communication between the City and the Contractor and shall monitor the Work for the City.

All references in the Contract Documents to "Project Engineer" and "City's Representative" shall refer to the Project Engineer and the City's Representative named by the City Engineer.

5.0 PROGRESS SCHEDULE AND SEQUENCE OF OPERATIONS:

- 5.1** Within seven (7) days of the date of the bid award by the City Council, and prior to the pre-construction conference, the Contractor shall submit for review of the City Engineer a critical-path chart showing the estimated progress for the component divisions of the Work and a balanced time breakdown, showing the estimated progress schedule for the entire Project. For purposes of comparison, the Contractor shall submit with each progress pay estimate a form showing the actual rate of progress to date for the component divisions and for the Project as a whole. The actual rate of progress shown on the form shall only include Work completed and shall not include stored materials.
- 5.2** The Contractor shall also submit for approval, prior to the pre-construction conference, a Traffic Control Plan for each segment of the street, a narrative of the planned sequence of construction indicating the approximate date and time duration of any road or street restrictions or closures, utility interruptions, etc., as applicable to this project.
- 5.3** The Contractor shall also submit for approval, prior to the pre-construction conference, a Construction Management Plan (CMP). The CMP must be prepared in accordance with the Engineering Department's CMP Requirements Manual.
- 5.4** In the event that the rate of actual progress of the Work falls behind the estimated progress indicated on the approved critical-path chart and in the absence of time extensions if any granted by the City Engineer, the Contractor shall accelerate the Work by placing additional forces and equipment on the Project so that the Project will be completed within the Contract Time. The Contractor shall be capable and make available more than one work crew to perform the work on time.

- 5.5** The Contractor shall provide a list of emergency (24 hour) contact name(s), addresses and phone numbers to the City Engineer 24 hours prior to the pre-construction conference. Emergency phone calls must be responded to in 15 minutes or less and action must be taken on the emergency condition immediately. Such emergency calls shall be project related corrective and restorative work and shall be considered subsidiary to the construction bid items and at the Contractor's cost. The Owner may initiate such corrective work at Contractor's cost if the Contractor fails to perform the required task within one hour of an emergency call.
- 5.6** The Contractor shall be responsible for keeping traffic flows on the streets at all times during and after their daily work activities. In addition, intermittent interruptions to traffic flow must be kept to a minimum.

6.0 SURVEY CONTROL:

The Contractor shall be responsible for establishing grades from the Bench Mark(s) established and described in the Contract Documents. At a minimum, the Contractor shall establish a construction base line, layout staking and cut sheet(s) by an insured Colorado registered professional land surveyor. The Contractor shall be responsible for protecting and/or re-establishing bench mark control if necessary during the construction process.

7.0 PROTECTION OF PUBLIC FACILITIES, UTILITIES AND OTHER ADJOINING PROPERTY:

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to other property at the site or adjacent thereto, and he shall be liable for any and all claims for such damage on account of his failure to fully provide such protection.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction, as may be determined by the Engineer or Engineering Inspector.

The CONTRACTOR shall be responsible for all unauthorized cutting or damage of trees and shrubs, including damage due to careless operation of equipment, stock piling of materials, or tracking of sodded areas by equipment.

The CONTRACTOR shall at all times take proper precautions for the protection and or replacement or restoration of driveways culverts, fencing, irrigation systems, irrigation crossings, mail boxes, landscape improvements and all other public and private installations that may be encountered during construction. Such protection or replacement shall be borne by the CONTRACTOR.

The CONTRACTOR shall work with adjacent property owners to coordinate any construction activity that disrupts adjacent property owners' landscaping.

The CONTRACTOR is responsible for any damage outside of the work area. Prior to starting work, the CONTRACTOR is to provide the CITY with photos of areas that may be impacted by

the CONTRACTOR for the use in determination of restoration

The Contractor shall notify all public utility companies at least forty-eight (48) hours prior to commencement of any Work in the vicinity of the utilities.

It shall be the CONTRACTOR's responsibility to determine the exact location of utilities that may interfere with the performance of the Work of this project by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. It shall be the CONTRACTOR's responsibility to make all arrangements with the utility owner(s) for utility relocations or adjustments and to coordinate the sequence of such work to eliminate possible conflicts with construction progress. The cost to relocate utilities necessary for the performance of the work shall be paid by the CITY. The cost to relocate utilities for the convenience of the CONTRACTOR shall be paid by the CONTRACTOR.

Work involving changes in, or interference with, utility service shall be done at such times and in such a manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers. CONTRACTOR shall notify, or arrange through the appropriate utility company notification of, all parties that will be affected at least 48 hours prior to the time service is disconnected or interrupted. Notice shall consist of publication in a local newspaper and/or announcement on local radio stations as determined by the City Engineer. Damaged utilities shall be immediately repaired and restored to service. Repair work shall be continuous until the service is restored. The CONTRACTOR is responsible for immediate notification of the utility company if there is any damage to a utility.

8.0 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS:

All survey control points, including benchmark and reference crosses, and range points have been tied out by the City and range boxes set on all range points. If the range box and/or range point is impacted by proposed construction, the CONTRACTOR will salvage the existing range box, and if possible, preserve the range point. The CONTRACTOR will notify the City to schedule the replacement of the range box prior to placing the top lift of pavement. If the range point or benchmark is scheduled for removal as part of the construction, the City will reset the range point one time at no expense to the CONTRACTOR.

If it is necessary to reset a range point or benchmark more than one time, the CONTRACTOR shall be required to pay the City \$180.00 per hour for the re-survey work. If the existing range box is destroyed or damaged during construction, the City will furnish the CONTRACTOR a new range box at a cost to the CONTRACTOR of \$200.00 each. The CONTRACTOR shall provide the City 24-hour notice for setting range boxes.

9.0 COOPERATION BETWEEN CONTRACTOR AND AGENCIES:

The CONTRACTOR is required to coordinate the scheduling of construction activities with other CONTRACTORS working in adjacent areas. No damages, delay costs, or additional contract time, claimed by the CONTRACTOR, due to construction of other projects, will be granted by the CITY.

The CONTRACTOR is required to coordinate the work, construction schedule, traffic control and permitting requirements with the applicable adjacent jurisdictional agencies to include metropolitan districts and government agencies. It is the CONTRACTOR's responsibility to obtain any permits as required from other government agencies.

The CONTRACTOR shall notify all affected businesses, school & bus districts and metropolitan, government & emergency services agencies two weeks ahead of any planned road closures.

10.0 DAMAGE TO CONSTRUCTION:

The Contractor shall safeguard, until all Work embraced by the Contract is formally accepted, all construction, both complete and incomplete, against damage and destruction, and should damage result, he will be required to reconstruct at his expense in a manner conforming to the Plans and Specifications, reconstruction shall be in a manner suitable to the City Engineer. No repair or mitigating option for damaged Work will be accepted by the City.

11.0 JOB SITE RESTRICTIONS:

All materials to be removed from the project site or demolished on site, shall be disposed of by the Contractor off the project site unless requested otherwise by the City Engineer. The City's property is not available for Contractor staging or storage area, unless if permitted by the City Engineer within the existing right of way. The City's property is not otherwise available for a Contractor's disposal area.

12.0 WORKING HOURS:

Work will normally be permitted between 7:00 a.m. and 5:00 p.m. Monday thru Friday; other work hours must be approved by the City in writing. Construction activity which generates noise in excess of 80 decibels is restricted to the hours of 9:00 am to 5:00 pm Monday thru Friday.

13.0 DISPOSAL OF HAZARDOUS MATERIALS:

The disposal of any hazardous materials shall be the sole responsibility of the Contractor.

14.0 SALVAGE:

Stone masonry, concrete, timber and other items removed from the site shall become the property of the Contractor, unless otherwise noted in the project documents, and disposed of off-site.

15.0 SUBCONTRACTORS AND SUPPLIERS:

Contractor shall identify in his/her sealed bid the name and address all Subcontractors, Suppliers, and other persons or organizations that will furnish the principal items of materials, equipment or labor for this project.

16.0 PAYMENT RETAINAGE:

Retainage on Pay Estimates shall be 10% through the substantial (100% complete in-place) completion of Work. For a contract price over \$150,000.00 the retained amount shall be 5% of the value of the work completed.

17.0 WAIVER:

It is expressly understood and agreed that any waiver granted by the City Engineer of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of same or any other terms, provisions or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or part of the sum due the Contractor hereunder, shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or otherwise.

18.0 STANDARDS USED:

All work shall be completed in accordance with this contract and the following standards used by the City of Aspen: The current edition of the Colorado Department of Transportation Road and Bridge Book, excluding Section 100 and as modified by the Special Conditions, City of Aspen Construction and Excavation Standards, City of Aspen Construction Management Plan Requirements Manual.

19.0 PRECEDENCE OF THE CONTRACT DOCUMENTS:

The order of precedence of Contract Documents shall be as follows:

1. Addenda
2. Drawings, if any
 - a. Detailed Drawings
 - b. Standard Drawings
3. Special Conditions
4. Referenced Technical Specifications
5. Contract for Construction
6. Instruction to Bidders
7. Standard General Conditions
8. City of Aspen Construction and Excavation Standards, City of Aspen
9. Construction Management Plan Requirements Manual
10. The current edition of the Colorado Department of Transportation Road and Bridge Book excluding Section 100 and as modified by the Special Conditions.

20.0 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

The Contractor shall furnish Performance, Payment and Maintenance Bonds, each in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance, payment, maintenance obligations of all Contractor's Work under the Contract Documents. Reference is made to the General Conditions for further requirements for Performance, Payment and Maintenance Bonds.

21.0 WARRANTY INSPECTION:

At the City's discretion, a warranty inspection will be held during sixty (60) calendar days prior to the expiration of the warranty period under the Maintenance Bond. The Contractor shall provide an authorized representative at such inspection to represent the Contractor's interests. All defects identified during inspection shall be corrected at Contractor's expense at the direction of the City immediately. Corrective Work shall be commenced within five (5) consecutive calendar days after written notice to Contractor.

22.0 MATERIAL TESTS AND CERTIFICATES:

- 15.01 All materials to be incorporated into the Work may be subject to sampling, testing by the Contractor per Section 4.0 of these special conditions, and approval and samples furnished shall be representative of the material to be used.
- 15.02 Tests required to guard against unsuitable materials or defective workmanship and to demonstrate that materials comply with the provisions of the Contract Documents shall be paid for by the Contractor.
- 15.03 The procedures and methods used to sample and test materials shall be as specified or as determined by the City Engineer. Unless otherwise specified in these Special Conditions, samples and test shall be made in accordance with the latest standard methods of ASTM, AWWA, AASHTO, and CDOT's 1991 edition of *Standard Specifications for Road and Bridge Construction*.
- 15.04 The Contractor shall furnish at least one copy of test results to the City Engineer.

23.0 MOBILIZATION/DEMOBILIZATION:

Will be measured and paid on a pro-rata basis as explained in the General Conditions of this Contract.

24.0 SUB-EXCAVATION, BACKFILLING & COMPACTION:

Unsuitable materials are not anticipated within the project limits. However, if encountered, muck, unstable or unsuitable material shall, at the discretion and direction of the City Engineer, be removed. Removal of such material shall be to the depth and horizontal limits specified by the City Engineer. Any such areas which are over-excavated shall be filled to the subgrade elevation with aggregate base course class 6. The backfill material shall be placed in lifts of 12" or less and compacted to a minimum of 95% density of the modified proctor test method. The price for sub-excavation, backfill and compaction will be measured by the ton actually installed and be paid under Sub-Excavation & Backfill bid item.

25.0 TRAFFIC CONTROL, BARRICADING, AND FLAGGING:

If necessary for the safety the safety of the public, Contractor and City employees, the Work under this Bid item includes design of a complete traffic control plan for all street segments to be improved under this Contract by a Certified Traffic Control Supervisor and subject to approval of the City Engineer, delivery, pickup, installation, maintenance, protection & replacement of damaged device, defective steady burn or flashing beacons, signs, and adjusting the number of channelizing devices and signs as necessary to maintain safe traffic flows for the duration of this project. The traffic control plan and selected devices and signs shall be based on the MUTCD. Measurement and payment shall be on a pro-rat basis and for the duration of the project including time extensions granted by the City Engineer. No additional payments will made to the Contractor.