

SECTION 01040

SPECIAL CONDITIONS FOR RIGHT-OF WAY WORK

PART 1 - GENERAL

1.01 INTENT

The Special Conditions are in addition to the requirements set forth under the General Conditions, Item Specifications and other sections within a set of Contract Documents; where conflicts occur, the Special Conditions shall govern.

1.02 DEFINITIONS

- A. "Engineer": Shall mean the Department of Public Works' representative assigned to observe the Contractor.
- B. "Temporary Pavement Material": Shall mean material used for a temporary patch of the street surface. This material may be concrete or blacktop.
- C. "Utility Hole (Cut)": Shall mean an opening (cut) that has been made in an existing roadway surface or terrace for the installation or repair of a gas, water, electric, sanitary or storm sewer line, etc., which has not been permanently repaired.
- D. "AOBE": Shall mean As Ordered By the Engineer.
- E. "Mandatory Repairs": Shall mean those repairs that the Contractor shall be required to complete during this construction season.
- F. "Master List": The list of mandatory repairs which the Engineer is aware of at the time the contract is awarded which must be completed by the date set forth in the Repair Contract. If at the time the Contractor is working in a particular area and the Engineer becomes aware of an uncompleted repair, he may require that the Contractor complete this additional work.
- G. "Public Tree": Shall mean a tree or shrub located on a public parkway, public terrace or any other municipally owned property.
- H. "Repair Contractor": The Contractor who has entered into an Agreement with the City of Jamestown Department of Public Works for the Right-Of-Way Damage Repair, Concrete Work or Landscaping Contract.
- I. "ROW Contractor": A Contractor who has obtained a permit from the City of Jamestown Department of Public Works to perform work in the right-of-way (ex. privately hired contractors or utility company).

- J. "Contractor": A person, firm or corporation who is under contract with, or is issued a permit by, the City of Jamestown Department of Public Works; includes the "Repair Contractor" and the "ROW Contractor".

1.03 COMPLIANCE

Any violation of the Specifications herein may result in a fine or indefinite suspension of the Contractor's permit or contract.

PART 2 - SPECIAL CONDITIONS

2.01 PERMITS

- A. References: See Appendix B.
- B. Repair Contractor - is exempt from obtaining a Right-Of-Way Permit from the Department of Public Works for work performed under their Agreement.
- C. ROW Contractor - shall procure a Right-Of-Way Permit from the Department of Public Works prior to performing any work within the City's right-of-way and shall comply with all the conditions stated therein. The permit holder shall be liable for the work of additional ROW Contractors working under the same permit. It is the permit holder's responsibility to verify the need for additional permits.
- D. Compacted Backfill – is to mean a compaction of 95 percent standard proctor density for that material, and compacted in 12” lifts utilizing mechanical compaction equipment.

2.02 DISPOSAL OF MATERIALS

Disposal of materials from excavation and clean-up shall be the Contractor's responsibility.

2.03 TEMPORARY REPAIRS

The ROW Contractor making the original cut in the street shall maintain the excavation in a safe condition until a final repair can be made. Cold mix bituminous pavement or concrete shall be used as a permanent temporary repair to the satisfaction of the Engineer. A permanent temporary repair does not relieve the ROW Contractor of their liability to personal or property damage caused by such repair.

2.04 NOTIFICATION OF WORK

- A. Repair Contractor - before commencing any work, whether it be starting, continuing or finishing a specific job location, the Repair Contractor shall notify the Engineer of their daily work schedule. The schedule may be transmitted by means of a telephone, fax,

mail or delivered note. The method must be acceptable to the Engineer. The daily work schedule shall list the job location(s) and a brief description of the work to be performed.

- B. ROW Contractor - shall notify the Engineer of their work intentions as stated in their right-of-way permit.

2.05 SCHEDULE OF REPAIRS

- A. Reference: See Appendix C.
- B. Repair Contractor - will be furnished with a Master List for mandatory repairs to be completed by a date set forth in his Contract. All other repairs will be issued to the Repair Contractor on a Work Order/Notification form. The Repair Contractor shall be responsible for the scheduling and completion of the repairs within the specified time limits. Each work order will be located by street and house number. If there is no house number, it shall be referenced to some known permanent physical feature.
- C. ROW Contractor - shall submit a written Work Order/Notification form to the Department of Public Works within 14 days from the completion of the work, or as specified in their permit. The form must describe in detail all ROW damage, including any damage by borings and/or terrace landscaping. The notification must be in form acceptable to the Engineer.
- D. The ROW Contractor may become the Repair Contractor only with permission from the Department of Public Works. A Work Order/Notification shall be submitted and it must show that the ROW Contractor will perform the repair(s).

2.06 PROTECTION TO WORKERS & THE PUBLIC

- A. The Contractor shall furnish and maintain traffic signs warning the public of any construction in the right-of-way, and adequate barricades and lights shall be placed around the work area until it is completed and all safety hazards have been eliminated.
- B. The Contractor shall take all precautions necessary to ensure the safety of his workers. The Contractor shall abide by all Federal, State and Local requirements concerning work place safety.

2.07 CLOSING OF STREETS

The Contractor shall not close any street in the City without prior notification to the Department of Public Works. The Contractor shall also notify 911 Communications of his intentions. UNDER NO CIRCUMSTANCES SHALL THE STREET BE BLOCKED SO THAT EMERGENCY VEHICLES ARE UNABLE TO REACH THEIR DESTINATION.

2.08 UTILITY MARKINGS

- A. ROW Contractor who creates right-of-way damage shall notify or make known to the

Repair Contractor any/all utilities encountered during their operations which might affect the completion of the damage repair. The Repair Contractor will not be responsible for damage to the service owned by the ROW Contractor for whom they are performing a damage repair.

- B. For all other work and/or repairs in the right-of-way, which are not covered in Paragraph A above, the Contractor shall request for the locations of underground utilities as required by Code Rule 753 of the State General Business Law and Industrial Code.

2.09 PUBLIC TREES

- A. Reference: Appendix F.
- B. The guidelines listed in Appendix F shall be followed if a Contractor is performing work to a public tree or working within 15 feet of a public tree.

2.10 DAMAGE TO STORM SEWERS

- A. A Contractor who damages a City owned storm sewer, regardless of its location or markings, shall repair such damage to the satisfaction of the Engineer. The sewer pipe shall be replaced to the same diameter and slope of the existing pipe. The pipe material may be changed only with the approval of the Engineer.
- B. Connections between the existing pipe and the new pipe shall be leak-proof and shall securely join the two pipes. The joints shall be completely surrounded with concrete if required by the Engineer. The pipe shall be backfilled according to Section 2200 of these specifications.
- C. **The entire repaired pipe section must be inspected by the Engineer before it is backfilled.** Under no circumstances shall the pipe become covered before it has been inspected. The Contractor shall remove any material around the pipe, which in the opinion of the Engineer, hinders a thorough inspection.

2.11 DAMAGE TO TRAFFIC/PARKING SIGNS

- A. Reference: Appendix E.
- B. A Contractor who removes or damages any signs in the ROW shall follow the guidelines in Appendix E.

2.12 DAMAGE CAUSED BY SETTLEMENT

The Contractor who performs the backfilling operation of an excavation shall be responsible for any damage to the temporary or final repair placed above the excavation caused by settlement. The Contractor shall replace, at his own expense, the ENTIRE final repair (sidewalk block, curb section, street patch, etc.) where the settlement has occurred, regardless of the actual size of the affected area. Damage to adjacent ROW structures caused by the settlement of a Contractor's excavation/backfill shall also be

repaired/replaced at the Contractor's expense. The Engineer shall have the final determination as to the cause of the damage.

2.13 DAMAGE TO R.O.W. STRUCTURES

The Contractor shall be responsible for any damage to a ROW structure or substructure, regardless of its existing condition. If a ROW structure is damaged prior to starting work, the Contractor shall notify the Engineer of such conditions and shall take every precaution to protect the structure from further damage. Any new damage to a ROW structure or substructure caused by the Contractor's actions shall be repaired/replaced at the Contractor's expense.

2.14 HANDICAP REQUIREMENTS

- A. Any ROW structure which is built, modified, repaired or replaced shall comply with the requirements set forth in the American with Disabilities Act (ADA).
- B. When streets, roads or highways are newly constructed or altered in any way, they shall be built with ramps or sloped areas wherever there are curbs or other barriers to entry from a sidewalk or path. Likewise, when new sidewalks or paths are constructed or altered in any way, they shall contain curb ramps or sloped areas wherever they intersect with streets, roads or highways. The Construction of curb ramps located in areas other than intersections shall be determined by the Engineer on a case-by-case basis.
- C. Curb Ramps - The Contractor shall be responsible for the replacement or construction of the entire ramp, including effected curb/gutter and any additional sidewalk approach blocks, if their work damages any part thereof, or is in the boundaries of a new or existing handicap ramp.

2.15 PARKING LOTS

- A. Reference: Jamestown City Code, Section 300-16
- B. Surface storm water collected from a new or modified parking lot, including a newly resurfaced lot, shall not run off onto a sidewalk or street.

2.16 DRAIN TILE

- A. All drain tile placed in the right-of-way shall be rigid plastic pipe, four (4) inches in diameter and installed to a depth and location determined by the Engineer. No drain tile shall be installed without prior approval from the Engineer.
- B. The tile shall outfall to either a street gutter or a storm sewer pipe. Outfalling onto a sidewalk will not be allowed. The outfall connection to the curb or storm sewer shall be inspected and approved by the Engineer prior to backfilling the tile.

2.17 ASSIGNMENT OF WORK

- A. The City reserves the right to assign any repair or work to an additional Contractor, including their own work force, if in their opinion, the work was not completed within the specified time limits or to the specifications stated herein, or the work site contains a public health or safety hazard, or to provide the most cost-effective results for the City.
- B. If more than one Contractor is under contract with the City of Jamestown and is qualified to perform the work, the City shall decide which Contractor will be assigned the work in order to complete the work in the most timely, safe and cost effective manner.

END OF SECTION