

**SECTION 01043
COORDINATION AND CONTROL OF THE WORK**

PART 1: GENERAL

1.1 **SCOPE**

- A) This section includes coordination and control of the work.

PART 2: PRODUCTS

None

PART 3: EXECUTION

3.1 **FIELD RECORD PLANS**

- A) Contractor shall maintain one complete set of plans at the construction site whereon he will record any approved deviations in construction from the approved plans. Prior to final payment, the Contractor shall provide the following record information on a clean set of drawings which shall be submitted to the Engineer or Ute Water Conservancy District:
- 1) Water Mainline - Station and depth of all fittings, valves and service taps.
 - 2) Water Services - Length from mainline and side tie to property pin.
 - 3) Existing Utilities - Station locations, size, material and depth at crossings.

3.2 **CONFORMITY WITH DRAWINGS AND ALLOWABLE DEVIATIONS**

- A) Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the Final For Construction drawings. Deviations from the approved drawings and working drawings will in all cases be determined by the Engineer and authorized in writing.

3.3 **PROTECTION OF EXISTING FACILITIES**

- A) The Contractor shall protect from damage due to his construction operations, all existing facilities including but not limited to survey monuments, fence lines,

trees, underground utilities, drainage facilities, landscaping, roadway surfaces etc., which are not specifically designated for removal or alteration.

- B) The locations of these facilities as shown on the plans were derived from the best information available. However, the completeness and accuracy of these locations as shown is not guaranteed. It shall be the responsibility of the Contractor to verify the existence and locations of underground facilities in advance of construction.
- C) Any existing facilities not designated for removal or alteration, which are damaged by the Contractor's operations shall be restored or replaced to an "in kind" or better condition at the expense of the Contractor.
- D) The Contractor shall notify all public and private utility companies serving in the area in advance of construction, so underground utility locations can be confirmed and existing facilities relocated if necessary to facilitate construction. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities or underground utilities.

3.4 PROTECTION OF PROPERTY

- A) Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.
- B) Restore and bear the cost of any public or private improvement, facility, or structure within the right-of-way or easement which is damaged or injured directly or indirectly by or on account of any act, omission, or neglect in the execution of the work and which is not designated for removal but visibly evident or correctly shown on the plans. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the Owner of the damaged property, all at no expense to the Owner.
- C) Give reasonable notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by work operations.

- D) Review with Engineer the location, limits and methods to be used prior to clearing work. Clearing and grubbing shall be performed in strict compliance with all local, State and Federal laws.
- E) The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.
- F) Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded after replacement of topsoil and covered with suitable mulch except as noted otherwise.
- G) The costs to the Contractor for protecting, repairing, removing, replacing, or restoring existing improvements not required as a part of this work shall be incidental to other bid items.

3.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

- A) All work which does not conform to the requirements of these Contract Documents shall be considered as unacceptable. Immediately remove unacceptable and defective work found to exist prior to acceptance of or final payment for the work. Replace with work and materials which conform to the Contract Documents, or remedy otherwise in an approved manner. This provision shall have full effect regardless of the fact that the unacceptable work may have been done or the defective materials used with the full knowledge of the Inspector.

3.6 HOURS OF WORK

- A) Construction working hours shall be from 7:00 A.M. to 6:00 P.M. local time, Monday through Friday, excluding Federal, State and local holidays, unless otherwise approved by the Owner and Engineer.

3.7 RESTORATION AND CLEANUP

- A) Periodically, or as directed by the Engineer, as the work progresses, and immediately after completion of the work, clean up and remove all refuse, debris, equipment, and unused materials of any kind resulting from the work. Upon failure to do so within 72 hours after directed, the work may be done by the Owner or third party and the cost thereof be deducted from any payment due the Contractor.

- B) As a condition precedent to final acceptance of the project, remove all equipment and temporary structures, and all rubbish, waste and general clean up the right-of-way and premises to conform substantially to conditions as they existed before the commencement of work, as approved.

3.8 FINAL INSPECTION

- A) When all construction work on the project is complete and all extra work bills, forms and documents required under the Contract are submitted, notify the Engineer in writing. Engineer will make an inspection of the project and project records within 15 days of receiving said notice. If, at such inspection, all construction provided for and ordered under the Contract is found completed and satisfactory and all certificates, bills, forms, and documents have been properly submitted, such inspection shall constitute final inspection.
- B) If work is found unsatisfactory, or if all certificates, bills, forms and documents have not been properly submitted, the Engineer will so notify the Contractor. After corrections are made, or all certificates, bills, forms, or documents are properly submitted, notify the Engineer in writing. Engineer will make another inspection within five (5) days after such notice, and if all work is satisfactory, then this inspection shall constitute the final inspection.

3.9 WARRANTY BOND

- A) The Contractor shall be responsible for a period of one year after written acceptance of improvements by Approving Agencies for all workmanship and materials furnished for the improvements or under the Contract. Prior to final payment, Contractor shall provide a one-year warranty bond. One-year period to begin upon Approving Agencies final acceptance of all work. The bond shall be in a form acceptable to Owner and Approving Agency.

3.10 VERBAL AGREEMENTS

- A) No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner.

3.11 COOPERATION OF CONTRACTOR

- A) The Contractor shall conduct his operations so as to interfere as little as possible with those of the Owner, other Contractors, utilities, or any public authority on or near the work. The Owner reserves the right to perform other work by Contract or otherwise; to permit other public bodies, public utility companies and others to do work on or near the project during progress of the work. If a conflict arises, the Owner shall determine when and how the work shall proceed.
- B) Claims for delay or inconvenience due to operations of such other parties on work indicated or shown on the drawings will not be allowed.

3.12 MANDATORY PROJECT SUPERINTENDENT

- A) The Contractor shall designate one person as primary project superintendent to oversee and coordinate construction. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications, thoroughly experienced in the type of work being performed. If the Contractor is a joint venture, designate one person from the joint venture organization, with these qualifications, to act as project superintendent. This person's work time shall be devoted exclusively to this project to ensure that work coordination, quality and timelines are met.
- B) For short periods of time during the performance of minor or incidental portions of the work, the Contractor may designate another person to act for the superintendent. This designation shall be in writing, stating the person's name, duration of appointment and scope of authority. The acting superintendent shall be available to the Engineer at all times for contact by telephone or radio.
- C) Failure to provide the superintendence required by these provisions is sufficient cause for termination of the Contract, or other action the Engineer may deem to be appropriate.

3.13 EMERGENCY MAINTENANCE SUPERVISOR

- A) The Contractor shall submit to the Owner/Engineer the names, addresses and telephone numbers of two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated, in writing by the Contractor, to act as his representatives and shall have full authority to act on his behalf.

3.14 CONDUCT

- A) The Contractor and his men shall at all times be civil and courteous around private citizens and property owners. If ever directed to leave private property by the property owner or his representative, the Contractor and his personnel shall do so immediately. If any property owner or his representative makes demands, the Contractor is to remain courteous and report the matter to the Engineer. No foul language, obscene gestures, or rudeness directed to private citizens will be tolerated. Radios and personal stereos will not be permitted. If, in the Engineer's opinion, the Contractor or any of his men fail to conduct themselves as stipulated or follow the direction of the Engineer, the Engineer shall bar the offending individual from the project. His order shall be final.

3.15 TRESPASS

- A) The Contractor will be solely responsible for any trespass upon private property or injury thereto resulting from or in connection with his operations. He will be liable for any claims made because of his trespass or his deposit of debris of any kind on private property.

3.16 USE OR POSSESSION PRIOR TO FINAL COMPLETION

- A) The Owner or his agents shall have the right to take possession of or use for his own benefit any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of the occupied portion of the project. While the Owner is in such possession, the Contractor shall be relieved of the responsibility for injury or damage to the said completed portion of the work other than that resulting from the Contractor's fault or negligence. Continued operation or use of facilities being rehabilitated shall not be construed as use or possession prior to final completion.
- B) Prior to the Owner or his agents taking possession of or using any completed or partially completed part of the work, written notice shall be given by the Engineer to the Contractor at least 24 hours in advance of the Owner actually assuming possession.

3.17 UNAUTHORIZED WORK

- A) Work done beyond the lines shown on the drawings or ordered, work done without required inspection, except as herein provided, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of these Contract Documents. Work so done may be ordered

removed at the Contractor's expense. Work done without lines and grades being given may also be considered as unauthorized and will be subject to rejection.

3.18 SUBSURFACE DATA

- A) All information obtained by Engineer regarding subsurface conditions and groundwater elevations will be available for inspection at the office of the Engineer upon request.
- B) Logs of test holes, test pits, soils reports, groundwater levels, and other supplementary subsurface information are offered as the best available information of underlying materials and conditions at the locations actually tested. The Owner will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.
- C) Contractor shall examine the site and available records. The submission of a Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the subsurface conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

3.19 TEMPORARY WATER

- A) The Contractor shall provide all water, required to construct and protect the work until the work is placed in service by the Owner for beneficial use of the Owner.
- B) The source for temporary water shall be from the Owner's distribution system as approved by the Owner.

3.20 BARRICADES

- A) The Contractor must provide and maintain proper barricades, fences, signal lights, flares or watchmen to properly protect the work, equipment, persons, animals and property against injury.
- B) In areas of public travel and/or on all approaches leading to this work, all barricades and obstructions shall be illuminated at night. All lights for this purpose shall be kept burning from sunset to sunrise.
- C) Temporary traffic control devices and facilities shall be furnished, erected and maintained in accordance with all Local and State requirements.

3.21 MAINTAINING TRAFFIC

- A) Where Contract work is within streets or other public thoroughfares, the Contractor shall so plan and schedule his work as to cause as little interference with general public traffic. Street surfaces shall be maintained and kept clean where construction work under this Contract has been performed until inspection and acceptance of all such work.
- B) Access of fire, police and ambulance vehicles to property abutting and adjacent to such thoroughfares shall be maintained whether or not permission has been granted to restrict other traffic. The Contractor shall obtain all permits from Municipal, County, State or other authority having jurisdiction over traffic in thoroughfares, and shall comply with all regulations and directions of such authority concerning erecting barricades and detouring movement of traffic.
- C) The Contractor shall maintain the roads for operating personnel, deliveries of operating supplies, normal maintenance vehicles and other equipment incidental to the operation and maintenance of the Owner's facility.

3.22 DISPOSAL OF DEBRIS

- A) All debris resulting from construction operations, i.e., packaging, waste materials, damaged equipment, etc., shall be trucked from the site by the Contractor and disposed of at an approved off site location.
- B) The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed.
- C) All debris shall be disposed of in accordance with Federal, State and City rules and regulations.
- D) Excavated materials not suitable or not required for backfill or embankment shall be deposited on one or both of the following waste sites:
 - 1) Waste sites designated in the Contract Documents.
 - 2) Waste sites provided by the Contractor.
- E) All costs for disposing of this excess material shall be incidental to other items of work contained in the Proposal unless otherwise specified.
- F) Either type of waste site shall be operated in such a manner as to meet all safety and health requirements of State and local agencies. Sites, operations, or the

result of such operations, which create a nuisance problem, or which result in damage to public or private properties will not be permitted.

- G) Permits for dumping on sites designated in the Contract Documents will be provided by the Owner. Contractor shall obtain permits for other sites at no expense to Owner. Furnish copies of issued permits to Engineer prior to commencing filling operations.

3.23 SANITARY REGULATIONS

- A) Toilet accommodations shall also be maintained for the use of the employees on the work. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner.
- B) The Contractor shall obey and enforce all other sanitary regulations and orders and shall take precautions against infectious diseases.
- C) The Contractor shall maintain at all times, satisfactory sanitary conditions around all parts of the work all in accordance with all Federal, State and Local ordinances, regulations and requirements.

3.24 DUST CONTROL

- A) The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time(s) as required or as ordered by the Owner. Failure of the Owner to issue such order will not relieve the Contractor of this responsibility.
- B) The Contractor shall comply with all Federal, State and Local ordinances, regulations and requirements.
- C) Unless otherwise specified, no direct payment will be made for any such work performed or material used to control dust under these Contract Documents.

3.25 SMOKE PREVENTION

- A) Strict compliance with all ordinances regulating the production and emission of smoke will be required and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control. The Contractor shall comply with all Federal, State and local regulations.

3.26 CONTROL OF NOISE

- A) The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, precautions shall be taken to avoid noise and other nuisance. The Contractor shall require strict observances of all pertinent ordinances and regulations.

3.27 USE OF EXPLOSIVES

- A) The use of explosives shall not be permitted.

3.28 WEATHER CONDITIONS

- A) In the event of temporary suspension of the work or during inclement weather, or whenever the Engineer shall direct, the Contractor shall carefully protect (and cause his Subcontractors to similarly protect) all work and materials against damage or injury from the weather.
- B) If, in the opinion of the Engineer, any work or materials have been damaged by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

3.29 FAIR EMPLOYMENT PRACTICES ACT

- A) The Contractor agrees that neither he nor his Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
- B) Breach of this covenant shall be regarded as a material breach of this Contract.

3.30 CONSTRUCTION ACCESS

- A) The Contractor shall be responsible for design, construction and maintenance of any and all structures required for access to the site for construction or delivery of materials, including but not limited to construction access roads. The Owner's responsibility to provide access easements or right-of-ways to the construction site shall not be interpreted as relieving the Contractor of his responsibilities under this section.

PART 4: SPECIAL PROVISIONS

4.1 MEASUREMENT AND PAYMENT

- A) When not listed in the proposal, all "COORDINATION AND CONTROL OF THE WORK" costs will be considered incidental work for which no separate payment will be made.

4.2 COORDINATION OF WORK

- A) The Contractor shall cooperate with the Owner's field representative for coordination and expeditious execution of his work in relation to total project work required.

4.3 TECHNICAL REQUIREMENTS

- A) All materials and workmanship shall conform to all Federal, State and Local codes and the technical specifications contained herein.
- B) All materials and workmanship for facilities in street right-of-way or easements shall conform to approving agencies' construction specifications. The Contractor must review the construction specifications and take these requirements into consideration in the preparation of his bid.

END OF SECTION