

**ADDENDUM TO THE  
CITY OF AKRON  
AKRON ENGINEERING BUREAU  
CONSTRUCTION AND MATERIAL SPECIFICATIONS  
2008 EDITION  
124 TEMPORARY FACILITIES AND CONTROLS**

**The following section is a supplement to CMS General Provisions 100.**

**124.01 DESCRIPTION**

- A. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required to maintain and repair project site roadways and parking areas, gates and fences, signs and provide project site snow removal and dust control beginning with the Notice to Proceed and continuing through Substantial Completion.
- B. CONTRACTOR shall be responsible for all utility services used by it and its Subcontractors, any utility services required for performing the Work and operations of CONTRACTOR'S and CM/owner field offices. The CONTRACTOR shall make all arrangements required with the City and utility companies and pay all costs attendant to the service except as otherwise provided herein.

**124.02 REFERENCES**

- A. Reference Standards:
  - 1. ASTM D98 - Standard Specification for Calcium Chloride
  - 2. ASTM D345 - Standard Methods of Sampling and Testing Calcium Chloride for Roads and Structural Applications
  - 3. AASHTO M43 – Sieve Analysis of Fine and Course Aggregate

**124.03 SITE MAINTENANCE**

- A. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements, the Contract Documents or as prescribed by the CM or owner. The CONTRACTOR shall not unreasonably encumber the site, in the opinion of the CM or owner, with any materials, equipment, tools, debris or trailers. The CONTRACTOR shall not block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work or properties, storage areas and areas of other facilities that are adjacent to the worksite.
- B. If the CONTRACTOR fails or refuses to move obstructive material, equipment, tools, debris or trailers within 24 hours of written notification by the CM or owner to do so, the City will have the right, without further notice, to remove at the CONTRACTOR's expense, any materials, equipment, tools, debris or trailers which the City deems are in violation of this Section.
- C. Protection:
  - 1. Protect from damage all trees, shrubs, grassed areas, public and personal property, and other works, structures, and utilities throughout the Contract period.
  - 2. Return to "original" condition, satisfactory to the CM and owner, any damage caused to existing real, and public and personal property by the CONTRACTOR's operation and/or normal erosion.

3. Do not close or obstruct roadways, sidewalks, or passageways by the placement or storage of equipment or materials.
4. Conduct all operations with minimum interference to traffic. Maintain minimum of one-way traffic at all times.

D. Scheduling:

1. Conduct maintenance work at a time that will avoid interference with the Work and will avoid interference with the ingress and egress of construction personnel.
2. CONTRACTOR shall conduct routine inspections with the CM and/or owner of the designated areas to be maintained to ensure CONTRACTOR compliance with this Specification. CONTRACTOR shall mobilize labor and equipment required for quick correction of unsatisfactory conditions.
3. CONTRACTOR shall be available at any time to remove any obstacles which impede the safe flow of traffic.
4. When snow fall or icing occurs overnight, CONTRACTOR shall finish its abatement operations before 7:00 a.m. Other operations are to be performed between 8:30 a.m. and 3:30 p.m. or after 6:00 p.m.

**124.04 ACCESS ROADS AND PARKING AREAS**

- A. The CONTRACTOR shall, in accordance with the Contract Documents, maintain, rebuild, repair, restore, and make good any portion of the site access roads and staging areas used by its operations before Substantial Completion of the Project and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, or the public enemy, or governmental authorities.
- B. CONTRACTOR shall advise employees and transporters that project traffic flows through a area of continuous city operations, and that all vehicles shall take into consideration public safety along this route. Those who violate speed limits and create unsafe conditions along Triplett Ave, or the other functions of the project site, due to their commuting to and from the site will be banned permanently from the project.
- C. Site access roads and parking areas will be maintained as part of the Contract by the CONTRACTOR so as to be fully usable in all weather conditions for project-specific traffic.
- D. CONTRACTOR shall be responsible for restoring the affected area of the site to pre-construction conditions.
- E. Temporary roads, walks, and parking constructed on site under this Contract will be removed by the CONTRACTOR after Substantial Completion and the grounds returned to its original condition unless required by the Contract Documents or otherwise directed by the owner.
- F. CONTRACTOR shall prevent interference with traffic and the operations of the public. The CONTRACTOR shall indemnify and save harmless the CM and owner from any expenses caused by its operations.

**124.05 SECURITY**

- A. Until Substantial Completion of the Project, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, from vandalism or from any other cause, whether arising from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair,

restore, and make good all injuries or damages to any portion of the Work before Substantial Completion and shall bear the expense thereof.

- B. The CONTRACTOR shall not suspend the Work unless directed by the CM or Owner, and in such case or under the provisions of Article 3, City's appointed representative, the CONTRACTOR shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for adequate drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of Work, the CONTRACTOR shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seeding, and sodding furnished under its Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.
- C. The CONTRACTOR shall safely guard all work, materials, equipment, and property from loss, theft, damage, and vandalism. The CONTRACTOR's duty to safely guard property will include the City's property and other private property from injury or loss in connection with the performance of the Contract.
- D. The CONTRACTOR shall make no claim of any kind against the City for damage resulting from trespass.
- E. The CONTRACTOR shall make good all damage to property of City and others arising from its failure to provide adequate security.
- F. If temporary fencing or barricades are breached or removed for purposes of construction, the CONTRACTOR shall provide and maintain temporary construction fencing equal to the existing in a manner satisfactory to the CM or owner.
- G. The CONTRACTOR shall maintain building and site security at all times within the Work limits of this Contract and locations directly affected by this Contract.
- H. The CONTRACTOR shall provide temporary weather tight enclosures for all exterior openings. If required to maintain security and to protect the CONTRACTOR's interest, the CONTRACTOR shall employ watchmen at no extra cost to the City.

#### 124.06 **NEW AND EXISTING INFRASTRUCTURE**

- A. The CONTRACTOR shall comply with all legal load restrictions in the hauling of materials on public roads.
- B. Hauling of materials over the sub base, base course or surface course of new site roads under construction shall be limited as directed by the CM or owner. No loads will be permitted on a concrete pavement, sidewalk, driveway, base or structure before the expiration of the curing period. In no case shall legal load limits be exceeded on site unless permitted by the CM or owner in writing. The CONTRACTOR shall be responsible for all damage done by his equipment.
- C. CM or owner may prohibit the use of certain public streets by construction equipment or delivery vehicles.
- D. At points where the CONTRACTOR's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other utilities or property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The CONTRACTOR shall,

within ten (10) days after execution of the Contract, notify all owners of public utilities known to be in the area or which may be affected by the Work of the name and address of the CONTRACTOR.

- E. The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their protection, and in removal and rearrangement operations, in order that these operations may progress in a reasonable manner, the duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.
- F. The CONTRACTOR shall be responsible for the identification, location and protection of all underground utilities. Any damage to or interruption of service of any utilities due to the CONTRACTOR's operations shall be the sole responsibility of the CONTRACTOR and shall be remedied as directed by the CM at no cost to the City. In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the proper Authority and shall cooperate with the said Authority in the restoration of service. If water, steam or sewer service is interrupted, repair work shall be continuous until the service is restored.
- G. The CONTRACTOR'S responsibilities under this Section are to be part of the Contract Sum, and the CONTRACTOR is not entitled to any increase in the Contract Sum for any additional cost.

#### **124.07 CONSTRUCTION STAKES, LINES, AND GRADES**

- A. The CM and design engineers have established permanent monuments, benchmark elevations and control points on the project that may be used by the CONTRACTOR. The CONTRACTOR shall be responsible for establishing temporary reference points and construction layout stakes as needed for the Work. The CONTRACTOR shall check the given control points and report any discrepancies to the CM and owner.
- B. All material required for reference points, control points, batter boards, grade stakes, and other items shall be furnished and removed by the CONTRACTOR at no additional cost.
- C. The CONTRACTOR shall be solely responsible for all locations, dimensions, and levels and no data other than written orders of the CM or owner will justify departure from the dimensions and levels required by the Contract Documents.
- D. When requested by the CM or owner, the CONTRACTOR shall provide such facilities as may be necessary for the CM and owner to review line and grade points placed by the CONTRACTOR.
- E. The CONTRACTOR shall protect and preserve all reference points on the project, including those established by other CONTRACTORS, and shall make no changes or relocations without prior written approval of the CM or owner. The CONTRACTOR shall report in writing to the CM or owner whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
- F. If the CONTRACTOR damages or destroys any permanent monument or benchmark of the CM or owner, the CONTRACTOR will obtain the engineering services, satisfactory to the CM or owner, necessary to replace or relocate the monument or benchmark, the cost of which will be borne by the CONTRACTOR.

#### 124.08 **TEMPORARY UTILITIES**

- A. CONTRACTOR shall be responsible for all utility costs necessary for commissioning of all new facilities and systems until Substantial Completion. This shall include the costs of electricity (usage and demand), communications, internet service, sanitary facilities, gas, signage, lighting, temperature control (HVAC), potable water, fuel, lubricants, chemicals, and expendables.
- B. Sanitary facilities will not be furnished to the CONTRACTOR by the City. The CONTRACTOR shall provide all labor and material necessary to furnish and install its own temporary water or sanitary sewer service and shall pay all relevant fees and charges.
- C. The CONTRACTOR shall provide and pay for telephone, internet or communication systems required. The CONTRACTOR shall be responsible for coordinating installations of telephone service and internet as described in Section 01 52 13.
- D. The telephone and data communication line from the telephone or cable company to the CONTRACTOR's work area shall be run underground. All crossings of existing pavement shall be jacked or bored under such pavement.
- E. The CONTRACTOR shall provide all labor and material necessary to furnish and install the construction power and temporary lighting, heating and ventilation services. The temporary service shall conform to all applicable provisions of Division 26, except the equipment need not be new, but shall be in serviceable condition and installed in a safe manner.
- F. The CONTRACTOR's power feed from the construction power line or approved connection point or points to the CONTRACTOR's point of distribution shall be underground. The CONTRACTOR's temporary distribution system shall not obstruct any road and shall not interfere with CONTRACTOR operations. The CONTRACTOR shall relocate any temporary distribution system deemed by the CM or owner to interfere with operations, at no additional cost to the City.
- G. The CONTRACTOR shall provide all temporary lighting required for night operations.
- H. The CONTRACTOR shall provide all temporary heat required for its work.

#### 124.09 **GENERAL**

- A. Material:
  - 1. Materials used in the repair of gravel roadways and parking areas shall conform to Section 32 15 00, Aggregate Surfacing, and Subparagraph 3.01B.2 of this Section.
  - 2. See Subparagraph 3.01B.3 of this Section and Section 32 12 00, Flexible Paving, for materials to be used in the repair of asphaltic roadways and parking areas.
  - 3. Paint for maintaining pavement markings shall be fast dry water based 100% acrylic type.
  - 4. Replacement fencing and appurtenances shall be in conformance with Section 32 31 13, Chain Link Fences and Gates.
  - 5. Water: For the dust control, CONTRACTOR shall use potable water. CONTRACTOR shall pay for water used in dust control. If obtained from a hydrant, the CONTRACTOR shall secure a permit from the City of Akron Water Department.
  - 6. For Ice Control:
    - a. Calcium chloride solid, 90 percent purity.
    - b. Sand as per AASHTO M43.

## 124.10 SITE MAINTENANCE

- A. Limits of Roadway Maintenance: Snow, Ice and Dust/Mud/Dirt Control:
1. Roadway Maintenance shall be limited to the work limits within the Project site as designated on the Contract Drawings except as noted below:
    - a. Dust, dirt and mud deposited by Project-related traffic on Triplett or the City's property shall be removed by the CONTRACTOR at the direction of the CM or owner so that residents and public traffic are not impacted by its presence. This removal shall take place at the hours allowed in subparagraph 1.04D.4 above, and on any day that Contractor operations take place at the Project site.
  2. Maintain temporary construction fences and gates.
  3. Plowing of snow on the Project site shall be initiated as soon as the accumulated depth on roadway or parking areas equals or exceeds 2 inches. Asphalt pavement shall be maintained in as near bare pavement condition as possible. Gravel areas shall be maintained to within 1/2 inch of a bare condition. If calcium chloride has been applied, plowing should be halted long enough (at least two hours) for the chemicals to work.
  4. Calcium chloride shall be applied to the roadway and parking areas for ice conditions.
- B. Maintenance Items:
1. Keep all roadways and parking areas free of all trash, debris, weeds, dust, and other obstructions which would interfere with the safe and normal flow of traffic. Trash, debris, weeds, etc., shall be disposed of off-site in conformance with local laws and codes.
    - a. Dust Control: Watering all gravel roads and parking areas to prevent development of dust.
  2. Gravel Roadways and Parking Areas:
    - a. The CONTRACTOR shall at least once a week restore the finished gravel surface. The surface will be free of ruts and mud and will essentially maintain stable surface.
    - b. Maintain dimensions, grades, and thicknesses to ensure, safe, easy and unobstructed access throughout.
    - c. Whenever drainage swales cross gravel roadways or parking areas, gravel shall be maintained in a manner that will ensure continuous flow of surface drainage and avoid standing water.
  3. Asphalt Roadways and Parking Areas:
    - a. The CONTRACTOR shall at least once a week scrape all heavy accumulations of dirt off all asphalt parking areas then power sweep all asphalt surfaces. The power sweeping shall continue until all pavement markings are visible or the asphalt surface is clean. The CONTRACTOR shall control excessive dust during the power sweeping operation.
    - b. During those periods when material is being hauled either to or from the general excavation, backfill, or stockpile areas, the heavy accumulations of dirt shall be scraped off all roadways and parking lot areas used for haul roads on a daily basis.
  4. Fences and Gates:
    - a. Maintain temporary construction fences and appurtenances so they are clean, upright, and continuous.
    - b. Fence fabric and bracing shall be kept taut, in alignment, and attached. Corner and line posts shall be kept straight, upright, and firmly anchored.
    - c. Gates and locks shall be kept in alignment. Operation of gates and locks shall be smooth and continuous throughout the full range of motion.

END OF SECTION