

SECTION 02 01 00
MAINTENANCE OF EXISTING CONDITIONS

PART 1 GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefor from the proper party.
- B. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.

1.3 PROTECTION OF SURVEY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by

the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

1.4 RESTORATION OF PAVEMENT

- A. **General:** All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw-cut in straight lines.
- B. **Temporary Resurfacing:** Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. **Permanent Resurfacing:** In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. **Restoration of Sidewalks or Private Driveways:** Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- E. **Restoration of Curb and Gutter:** Wherever curb and gutter have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary curb and gutter promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary curb and gutter until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. **General:** The CONTRACTOR shall protect underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except where the Drawings indicate Utilities have been field located during design or certain Utility locations shall be exposed as part of the WORK, the CONTRACTOR shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.
- D. **Utilities to be Moved:** In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- E. **Utilities to be Removed:** Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- F. **OWNER's Right of Access:** The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.

- G. **Underground Utilities Indicated:** Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.
- H. **Underground Utilities Not Indicated:** In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR. Additional compensation for such work will be at the discretion of the OWNER.
- I. Costs of locating and repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such Utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such Utility facilities, and which was necessarily idled during such work may be paid for as extra work in accordance with the provisions of the General Conditions. Payment for such work shall be at the discretion of the OWNER.
- J. **Approval of Repairs:** All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.
- K. **Maintaining in Service:** Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.6 TREES OR SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. **General:** Except where trees or shrubs or other plantings are indicated to be removed, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs or other plantings, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. **Trimming:** Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. Cuts over 1-1/2 inches in diameter shall be coated with a tree paint product that is waterproof, adhesive, and elastic, and free from kerosenes, coal tar, creosote, or other material injurious to the life of the tree.
- C. **Replacement:** The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree or shrub is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree or shrub at its own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional agency or OWNER. The size of the tree or shrub shall be not less than 1-inch diameter nor less than 6 feet in height. Planting of replacement trees and shrubs shall be in accordance with the recommendations of the nursery furnishing the plants. Unless otherwise indicated, the CONTRACTOR shall water and maintain the replacement trees and shrubs for 6 months after planting.

1.7 LAWN AREAS

- A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the OWNER.

1.8 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway

rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION