

**CITY OF LIVINGSTON MODIFICATIONS TO  
MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS  
FIRST EDITION**

PREPARED BY

CITY OF LIVINGSTON PUBLIC WORKS DEPARTMENT

Approved May 2014



## FOREWORD

Because the City of Livingston has unique requirements which are not addressed in the *"Montana Public Works Standard Specifications"* (MPWSS), Sixth Edition, April, 2010, the *"City of Livingston Modifications To Montana Public Works Standard Specifications"* was created. This document addresses those specific requirements which the City of Livingston has pertaining to Public Works projects which are not addressed in the MPWSS. All Public Works projects for the City of Livingston shall be done in accordance with MPWSS and City of Livingston Modifications to MPWSS.

Where a City of Livingston modification to MPWSS does not exist for a particular Section of MPWSS it shall be assumed the work is to be completed in accordance with the appropriate MPWSS Section. When a City of Livingston modification to the MPWSS does exist the requirements of that modification supersede the related MPWSS requirement. The same holds true for City of Livingston Standard Drawings; however, there are some City of Livingston Standard Drawings which do not replace or supersede the MPWSS Standard Drawing but are additional drawings created specifically for the City of Livingston.

Each Section of the MPWSS that has been modified is listed in the Table of Contents of the *"City of Livingston Modifications To Montana Public Works Standard Specifications."* The entire Section from the MPWSS has not been rewritten for these modifications. Instead, modifications are indicated for a specific subsection, paragraph, sentence or drawing.

Appendix A of these modifications contains a list of MPWSS Standard Drawings followed by "Deleted", "Replaced", or "Active". "Deleted" indicates that the drawing is not to be used. "Replaced" indicates that the drawing has been replaced by a City of Livingston Standard Drawing and "Active" means that the drawing is useable as shown in MPWSS. Appendix B contains a list of City of Livingston Standard Drawings.

It is the intent of the City of Livingston to revise this document on an as-needed basis. Written comments on the *"City of Livingston Modifications To Montana Public Works Standard Specifications"* may be submitted to the City Public Works Director. A form for submitting suggested changes can be found in Appendix E.

Additional copies of the City of Livingston Modifications to Montana Public Works Standard Specifications may be obtained from the office of the City Public Works Director located at 330 Bennett Street in Livingston, Montana.

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## INSTRUCTIONS TO BIDDERS

Any contract documents for which the City of Livingston acts as the contracting agent, (i.e., signatory to the contract), shall include the following additions or changes to the Montana Public Works Standard Specifications.

BID QUANTITIES Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities.

The estimated unit quantities of the various classes of work to be done under this contract are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. The Contractor agrees that, during progress of the work, the Owner may find it advisable to omit portions of the work, to increase or decrease the quantities as may be deemed necessary or desirable, that the actual amount of work to be done and materials to be furnished may differ from the estimated quantities, and that the basis for payment under this contract shall be the actual amount of work done and the materials furnished.

The Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any difference which may be found between quantities of work actually done and the estimated quantities.

BID REQUIREMENTS The Bidder is expected to base his bid on materials and equipment complying fully with the plans and specifications and, in the event he names in his bid materials or equipment which do not conform, he will be responsible for furnishing materials and equipment which fully conform at no change in his bid price.

Before submitting a proposal, each Contractor should read the complete Contract Documents (including all addenda), specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful Bidder, but also to his subcontractors.

EXAMINATION Examine documents and conditions at existing site carefully. No extra payments will be given for conditions which can be determined by examining documents and existing conditions.

QUESTIONS Submit to Engineer. Replies will be issued to Bidders of record as addenda. Engineer and Owner shall not provide nor be responsible for any oral clarification.

### PROPOSAL

1. The Bidder shall submit his proposal on the forms bound in these Contract Documents. Neither the proposal nor any other pages bound herein or attached hereto shall be detached.

2. Proposals shall be in a sealed envelope and addressed to:

City Manager  
City Hall  
414 East Callender Street  
Livingston, MT 59771-1230

The envelope shall also contain the following information:

- a. Name of Project
- b. Name of Contractor
- c. Montana Certificate of Contractor Registration Number
- e. Acknowledge Receipt of Addendum No.: \_\_, \_\_, \_\_,
- f. In the lower left-hand corner of the envelope print of type: BID DOCUMENTS - DO NOT OPEN UNTIL 2:00 P.M., on \_\_\_\_\_, 201\_\_.

3. Proposals shall be made in accordance with the following instructions:

- a. Submit one copy of the complete bound documents in an opaque sealed envelope. DO NOT REMOVE THE PROPOSAL NOR ANY OTHER PAGES FROM THE BOUND CONTRACT DOCUMENT.
- b. Bids shall be made in ink upon the unaltered Bid Proposal Form supplied with these documents.
- c. All blank spaces must be properly filled.
- d. The total bid price must be stated in both writing and in figures. In case of a discrepancy between unit price and total bid price, the unit prices or lump sum prices shall be used in computing the total bid price.
- e. The proposal form shall contain no addition, conditions, stipulations, erasures, or other irregularities.
- f. The proposal must acknowledge receipt of all addenda issued.
- g. The proposal must be signed in ink and display the Bidder's name, address, and correct Montana Contractor's Registration Number.

#### SIGNING OF BIDS

- a. Bids which are not signed by individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- b. Bids which are signed for a co-partnership shall be signed by all of the co-partners or by any attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid.
- c. Bids which are signed for a corporation shall have the correct corporate name thereof signed in handwriting or in typewriting and the signature of the president

or other authorized officer of the corporation shall be manually written below the written or typewritten corporate name following the work:

By:

Corporate Seal:

Title:

- d. If bids are signed for any other legal entity, the authority of the person signing for such legal entity should be attached to the bid.

TELEGRAPHIC MODIFICATION Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids. The telegraphic communication shall not reveal the bid price, but shall only provide the addition or subtraction from the original proposal. Telegraphic proposal modifications must be verified by letter. This written confirmation shall be received no later than three (3) working days following the bid opening or no consideration will be given to the telegraphic modification.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner as liquidated damages for such failure or refusal, the security deposited with his bid, as provided in 18-1-204 Montana Code Annotated.

GROSS RECEIPTS WITHHOLDING In accordance with Section 15-50-206, Montana Code Annotated, the City of Livingston must withhold one percent (1%) of incremental payments due the Contractor for remittance to the Department of Revenue for any contracts greater than \$5,000.00.

CITY OF LIVINGSTON BUSINESS LICENSE All Contractors conducting work within the City of Livingston are required to have a current Business License. Applications for Business Licenses may be obtained at City Hall, 414 East Callender Street, Livingston, Montana.

## SPECIAL PROVISIONS

Any contract documents for which the City of Livingston acts as the contracting agent, (i.e., signatory to the contract), shall include the following additions or changes to the Montana Public Works Standard Specifications.

### 1. GENERAL

All work shall be performed in accordance with applicable sections of the Montana Public Works Standard Specifications, Sixth Edition (MPWSS-6th), published April, 2010, including all addenda, which by this reference are hereby included as part of this specification as modified herein by the City of Livingston.

All correspondence and official authorization concerning the work shall be with the City Public Works Director or his designated representatives as identified at the preconstruction meeting. Any changes in the work or schedule not authorized by the above shall be deemed as unauthorized and shall be done at Contractor's risk at no cost to the Owner. All damages, reparations, and costs thus incurred during the progress of such unauthorized work shall be borne exclusively by the Contractor.

### 2. AWARD OF CONTRACT

The award of the contract, if awarded, will be made within the period specified in the Invitation to Bid to the lowest responsible Bidder whose bid complies with all the requirements prescribed herein. The successful Bidder will be notified by letter, mailed to the address shown on the bid, that his bid has been accepted and that he has been awarded a contract. The bid schedules may be awarded as a single total combined contract, may be awarded singly as separate contracts, or in any combination of schedules which result in the lowest project cost to the Owner.

### 3. TIME OF COMMENCEMENT AND COMPLETION DATE

The beginning of the contract time shall be stated in a written NOTICE TO PROCEED written by the Engineer to the Contractor. In establishing the date when contract time begins, the Engineer will consider that the contract time begins following delivery of the NOTICE TO PROCEED. The contract time will expire automatically after the number of calendar days stated as contract time, except as the contract time may be extended by weather day or change order. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid Opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 4. LIQUIDATED DAMAGES

Subject to the provisions of the contract documents, the Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time.

The Bidder agrees to pay liquidated damages for compensation to the Owner for expenses incurred by the Owner during the contract time overrun.



As compensation for expenses incurred, the Contractor shall be assessed a liquidated damage of \$500.00 per calendar day for each day that the work remains uncompleted beyond the contract period. Liquidated damages shall be paid by deduction from monthly progress payments and the final payment.

5. COST LIMITATIONS

The Owner reserves the right to eliminate or reduce certain proposal items from the project following the bid opening to make the project financially feasible with the limitations of the funds allocated for this project. The determination of which items shall be eliminated shall be the responsibility of the Owner.

6. NAMES, PRODUCTS AND SUBSTITUTIONS

Where products or materials are specified by manufacturer, trade name, or brand, such designations are intended to indicate the required quality, type, utility, and finish. Requests for proposed substitution shall include complete specifications and descriptive data to prove the equality of proposed substitutions. Substitutions shall not be made without the written approval of the Owner. No substitutions will be considered until after contract award.

7. APPROVAL OF EQUIPMENT AND MATERIAL

The Contractor shall furnish to the Owner or its Engineer for approval the name of the manufacturer of machinery, mechanical and other equipment and materials which he contemplates using in execution of the work, together with the performance capacities and such other information which may be pertinent or required by the Owner.

8. BIDDER'S QUALIFICATIONS

The Contractor shall show evidence that he has the finances, organization, and equipment to perform the work with a limited number of subcontractors. The Contractor will be required to have a full-time resident General Superintendent on the job at all times while the work is in progress. He shall be in a position to direct the work and make decisions either directly or through immediate contact with his superior. Absence or incompetence of the Superintendent shall be reason for the Owner to stop all work on the project.

9. WARRANTY

If, within two years after acceptance of the work by the Owner, any of the work is found to be defective or not in accordance with the Contract Documents, and upon written notice from the Owner, the Contractor shall correct any work beginning within seven (7) calendar days of said written notice. Should the Contractor fail to respond to the written notice within the designated time, the Owner may correct the work at the expense of the Contractor.

## 10. SCHEDULING

Prior to or at the PRECONSTRUCTION CONFERENCE, the Contractor shall provide the City Public Works Director the following schedules:

A. A practicable CONSTRUCTION PROGRESS SCHEDULE showing the order, timing, and progress in which the Contractor proposes to prosecute the work. This schedule shall be in bar graph, CPM or PERT format. The schedule shall be updated and re-submitted as necessary to reflect project changes.

B. A PAYMENT SCHEDULE showing the anticipated amount of each monthly payment that will become due the Contractor in accordance with the Construction Progress Schedule.

## 11. PRECONSTRUCTION CONFERENCE

After the contract(s) have been awarded, but before the start of construction, a preconstruction conference will be held at the site of the project or the conference room at the PW Department for the purpose of discussing requirements on such matters as project supervision, on-site inspection, progress schedules and reports, payrolls, payment to contractors, contract change orders, insurance, safety, and any other items pertinent to the project. The Contractor shall arrange to have all supervisory personnel and a representative from each of the affected utility companies connected with the project on hand to meet with a representative of the Owner to discuss the project and any problems anticipated.

## 12. SHOP AND FABRICATION DRAWINGS

The Contractor shall prepare and submit fabrication drawings, design mix information, material testing compliance data, and other data in accordance with the General Conditions. Following review, the Contractor shall resubmit copies of any drawings which required revision or correction.

Any review by the Owner will not relieve the Contractor from responsibility for errors or omissions, inadequate design performance requirements, schedule requirements, and proper operation of any item required under the Contract. Notwithstanding any such review, Contractor shall remain solely responsible for full and complete performance in accordance with the terms, conditions, provisions, drawings and specifications set forth in the Contract Documents.

## 13. UNDERGROUND UTILITIES

The Contractor shall be responsible for checking with the Owners of the underground utilities such as the City, County, power and telephone companies, etc., as to the location of their underground installations in the project area. The Contractor shall be solely responsible for any damage done to these installations due to failure to locate them or to properly protect them when their location is known.

It shall be solely the responsibility of the Contractor to fully coordinate his work with the agencies and to keep them informed of his construction activities so that these vital installations are fully protected at all times.

A Montana One-Call system (1-800-424-5555) has been established to facilitate requests for underground facility location information. The Contractor is cautioned that all utilities may not be on this system.

14. EASEMENTS, RIGHTS-OF-WAY, ADJOINING PROPERTY

The Contractor shall contain all of his construction operations within the easements and rights-of-way unless written approval is secured from the Owner of the adjoining property or written approval is given by the Owner to utilize the adjacent land area.

15. TRAFFIC CONTROL

A. GENERAL The Contractor shall at all times conduct his operations so that there is a minimum interruption in the use of City streets affected by the work. Exact procedures in this respect shall be established in advance of construction with the City Public Works Director.

Barricade function, design and construction shall conform to the latest edition of the Manual on Uniform Traffic Control Devices and the Standard Specifications for Road and Bridge Construction of the State Highway Commission of Montana, latest edition.

Should construction of the project require the closure of any streets, roads or highways or require night-time or long-term traffic control, the Contractor shall be required to prepare a detailed TRAFFIC CONTROL PLAN to address the methods and means of controlling traffic under the specific conditions. In regards to closures, the plan shall include specific details on traffic detours and estimated duration of the closures. Details of signing, barricades, flagging and other traffic control devices shall be included, and the TRAFFIC CONTROL PLAN shall be approved by the City Public Works Director or his designated representative prior to construction.

B. TRAFFIC ACCESS Construction work shall be programmed by the Contractor so that local traffic will have continuous access within one block of any given property. It shall be the responsibility of the Contractor to notify all residents in the area of programmed work of street closures, parking requirements and restriction, and any other conditions, a minimum of twenty-four (24) hours prior to beginning work within the affected area. All signing, barricades, and other traffic control measures shall be provided by the Contractor.

C. WARNING SIGNALS All streets, roads, highways and other public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed, mounted or affixed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations within the construction area shall be provided with suitable barriers, signs and lights to the extent that adequate public protection is provided. All abrupt grade changes greater than one inch which traffic is required to pass over, and obstructions, including but not limited to material stockpiles and equipment, shall be similarly protected.

All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sundown to sunrise.

16. DISPOSAL, EROSION, WATER POLLUTION, AND SILTATION CONTROL

The Contractor is responsible for proper disposal of all waste soils and materials unless otherwise directed herein. Where waste materials are disposed on private property not owned by the Contractor, evidence of property owner's written permission shall be obtained and provided to the Owner. Contractor shall comply with all local, state, and federal laws and regulations pertaining to erosion control, fill in wet lands, and floodplains. The Contractor shall dispose of all refuse and discarded material in an approved location.

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent pollution or siltation of rivers, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, and other harmful wastes shall not be discharged into or alongside of rivers, streams, impoundments or into natural or manmade channels leading thereto. In addition, the Contractor shall conduct and schedule his operations to avoid muddying or silting of rivers, streams or impoundments. The Contractor shall meet the requirements of the applicable regulations of the Department of Fish, Wildlife and Parks, Department of Environmental Quality and other State or Federal regulations relating to the prevention or abatement of water pollution and siltation.

The Contractor's specific attention is directed to the Montana Water Pollution Control Act and the Montana Stream Preservation Act. The Contractor shall be responsible for obtaining any required discharge permits associated with erosion control and groundwater dewatering operations. Contractor's responsibility shall include all cleanup, restoration, etc., of any detention or discharge areas.

17. PROTECTION OF EXISTING PAVEMENT

All equipment shall be fitted with pads on the outriggers and other accessories as necessary to prevent damage to existing pavement during the course of the project. Any damages to pavement shall be corrected by the Contractor, at his expense, in a manner directed by the Engineer.

18. OPERATION OF EXISTING AND NEW VALVES

All existing City of Livingston water main valves shall be operated by authorized personnel of the City of Livingston only. The Contractor shall not operate any existing valves without the written consent of the City of Livingston. When new or existing valves are used to take water from the City of Livingston water distribution system, they shall be operated by City of Livingston personnel only.

19. SALVAGEABLE ITEMS

Any items removed from the existing system under the terms of this contract shall remain the property of the City of Livingston and shall be delivered to a site specified by the City of

Livingston. Should the City of Livingston choose not to accept any salvageable items, then the Contractor shall dispose of those items at his expense at a site or landfill acceptable to the Engineer. Any costs for the above work shall be at the Contractor's expense.

20. ACCESS TO RECORDS

The Contractor shall allow access to any books, documents, papers or records which are directly pertinent to this Contract by the Owner, State or Federal agencies, or any of their duly authorized representatives for the purpose of making an audit, examination, excerpts or transcriptions.

21. INSURANCE

Insurance coverages required under this contract shall extend, at a minimum, to the end of the contract time.

## SECTION 01500

### CONSTRUCTION AND TEMPORARY FACILITIES

- 1.4 ***Revise this section as follows:*** Be responsible for dust and vehicle off-tracking control, providing all equipment and personnel for the work. Furnish Engineer name(s) and telephone number(s) of the person(s) responsible for dust and vehicle off-tracking control during evenings and weekends. If the person cannot be contacted, Owner or City of Livingston may, at Contractor expense, perform the work or contract the work out.

***Add the following sections:***

1.6 IRRIGATION SYSTEMS

Contractor shall remove and reinstall; or modify irrigation systems as necessary to accommodate the construction work. Irrigation systems shall be operational within 5 calendar days after initial shutdown for construction between May 15<sup>th</sup> and October 15<sup>th</sup>. The Contractor shall coordinate construction activities with the appropriate property owner to assure proper shutdown, removal, relocation, and replacement of existing sprinkler or irrigation systems. It is recommended that the Contractor contact the property owners where sprinkler or irrigation systems are located to determine whether the system is functioning properly prior to starting any work. Contractor shall take care to cut and remove the system with as little damage as possible. Replacement of damaged components will be with parts of equal or greater quality and preferably the same brand as the existing system. Although the Contractor will not be required to restore a non-functional system to be functional, it will be the Contractor's responsibility to restore any portion of the system that is damaged during construction. Contractor shall notify Engineer immediately of the locations of non-functioning sprinkler or irrigation systems.

1.7 NOTIFICATION OF PROPERTY OWNERS

Contractor shall notify property owners or tenants of the approaching work in order to arrange for the removal of parked vehicles or other items in the street that would interfere with construction operations. Contractor shall notify, in writing, property owners or tenants two (2) to five (5) days prior to start of work. If work is not started within the time specified, Contractor shall re-notify property owners or tenants until work has actually commenced.

Contractor shall submit a copy of the notification to Engineer for approval prior to distribution. Contractor shall schedule notifications at such a time as an Owner's representative can accompany Contractor's personnel making notifications or the Contractor shall make a written list of notifications with date and time for submission to the Engineer.

## 1.8 ACCESS AND PARKING

Contractor shall maintain resident access to driveways within the project area. Approach grades into driveways shall be maintained to provide reasonable comfort and access. Access for garbage pickup and mail delivery must be provided.

On-street parking may be temporarily removed, with the approval of the Engineer, to accommodate construction. The Contractor shall provide property owners with a minimum of 48 hours notice whenever their normal access will be interrupted or whenever on street parking adjacent to their property will be removed. At least one access shall be maintained at all times to commercial properties (including schools, apartments, and condominiums), including parking lots.

## 1.9 WATER FOR CONSTRUCTION PURPOSES

Construction water required for compaction, embankments, subgrade, trenches, dust control, or any other construction related work must be supplied by the Contractor at Contractor's expense. Should the Contractor desire or elect to use City water for construction related work, Contractor shall make proper arrangements with and pay all necessary fees to the City of Livingston Public Works Department.

Contractor shall not use property owner's water or hoses without property owner's permission.

## 2.0 WATER MAIN NOTIFICATIONS

The Contractor is hereby cautioned that all water valves shall be operative and available at all times. Water valves shall only be operated by City of Livingston Public Works Department personnel during normal business hours (weekdays between 7:00AM and 4:00 PM). The City of Livingston requires a minimum of 48 hours notice on any involvement that will require City personnel to be on the job.

## 2.1 STANDARD DRAWINGS

A. Standard drawings included in Appendix A of this specification book which are applicable to this section are as follows:

Standard Drawing No. 01500-01      Vehicle Tracking Control

## SECTION 01570

### CONSTRUCTION TRAFFIC CONTROL

#### 1.3 NOTIFICATIONS

***Add the following:***

- D. Notify police department, fire department, dispatch, public schools, hospital and transfer station foreman, and any other affected groups or organizations of any planned street closures a minimum of 24 hours before closing any street.

***Add the following section:***

#### 1.4 STANDARD DRAWINGS

Refer to the following Standard Drawings in Appendix C:

City of Livingston Standard Drawing No. 01570-1, Traffic Control, Minimum Standard, Urban Work Site, 4 Lane Road, Work Site Closing One Lane

City of Livingston Standard Drawing No. 01570-2, Traffic Control, Minimum Standard, Urban Work Site, 2 Lane Road, Work Site On Centerline

City of Livingston Standard Drawing No. 01570-3, Traffic control, Minimum Standard, Urban Work Site, 4 Lane Road, Work Site On Centerline Partially Blocking Inside Lanes

City of Livingston Standard Drawing No. 01570-4, Traffic Control, Minimum Standard, Urban Work Site, 2 Lane Road, 1 Lane Partially or Fully Closed By Work Area

City of Livingston Standard Drawing No. 01570-5, Traffic Control, Minimum Standard, Rural Work Site, Work Adjacent to The Present Traveled Way

City of Livingston Standard Drawing No. 01570-6, Traffic Control, Minimum Standard, Rural Work Site, Utility Work On or Across the Present Traveled Way

City of Livingston Standard Drawing No. 01570-7, Pedestrian Traffic Control for Temporary Sidewalk Closure

City of Livingston Standard Drawing No. 01570-8, Sidewalk Closure with Detour

#### 4.1 PAYMENT

***Add the following section:***

- D. Measurement and payment for Construction Traffic Control will be made only if listed as a separate item in the bid documents. If not listed in the contract as a bid item, Construction Traffic Control shall be considered an incidental cost to be included in other items in the contract requiring Traffic Control to complete that item.



## SECTION 01580

### TEMPORARY WATER SUPPLY

#### 1.1 DESCRIPTION

- A. ***Replace this section with:*** Provide temporary water service to all residential and commercial service connections interrupted by water system replacement or extension projects. The Contractor shall verify with the Engineer and Owner at least 72 hours (excluding weekends and holidays) prior to the suspension of service to the areas where consumers will require a temporary water supply. Temporary water service shall include temporary service for commercial or residential fire protection unless otherwise approved by the City of Livingston Fire Department.

#### 3.1 GENERAL

- D. ***Replace this section with:*** Fire protection is included unless specifically approved otherwise by the City of Livingston Fire Department. The Fire Department may require the Contractor to provide personnel for continuous “fire watch” in lieu of temporary fire service connections.

#### 3.2 LOCATING CURB STOPS

- A. ***Replace this section with:*** The Contractor shall be solely responsible for all activities related to locating and exposing curb stop valves to the individual properties. Curb stop valves shall only be operated by Water Department personnel. Existing conditions shall be identified and noted by the Contractor. Any existing condition that is suspected to indicate a defect of the curb stop valve, box, or service shall be reported immediately to the Engineer.

#### 3.3 LAWN WATERING CONNECTIONS

- A. ***Replace this section with:*** Each house connection shall be equipped with a wye or splitter with a valve to allow for lawn watering. Plastic fittings are not permitted. The connection to each customer shall require a short section of high-pressure flexible rubber hose at the connection point. House- to-house connections are not permitted. All connections shall be from the approved temporary water system. Additionally, each service must have a backflow prevention fitting.

## SECTION 02112

### REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY AND/OR STRUCTURES

#### 3.1 GENERAL

*Add the following section:*

- D. Exercise care in removal of existing tree roots that conflict with the work. Tree roots shall be removed by sawcutting the roots to a neat line at the extent of the excavation. Remove only the minimum amount of roots necessary in order to complete the work.

## SECTION 02113

### ADJUSTING EXISTING MANHOLES, LAMPHOLES, INLETS, WATER VALVE BOXES, WATER SERVICES AND FIRE HYDRANTS TO GRADE

#### 1.2 STANDARD DRAWINGS

**Delete:** Standard Drawing No. 02213-1, Manhole Adjustment Detail

**Delete:** Standard Drawing No. 02213-2, Water Valve Adjustment Detail

**Add:** City of Livingston Standard Drawing No. 02213-1, Manhole Adjustment Detail

**Add:** City of Livingston Standard Drawing No. 02213-2, Water Valve Adjustment  
Detail

#### PART 2 - PRODUCTS

##### 2.1 GENERAL

***Add the following section:***

- B. East Jordan Iron Works Model 69 screw type adjustable risers may be used to adjust existing valve boxes to grade. Do not use these adjustable risers on new valve boxes; add mid-section extensions to provide correct valve box adjustment.

## SECTION 02221

### TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANT STRUCTURES

#### 1.4 TESTING

##### A. Field Density Testing

2. **Delete:** reference to AASHTO T-191 (ASTM 01556) Sand Cone Method  
**Add:** In-place density tests for quality control are at the Contractor's expense.

#### 2.1 PIPE BEDDING MATERIALS

##### A. TYPE 1 PIPE BEDDING

2. **Modify this section as follows:** Provide Type 1 Bedding consisting of imported sand, sandy gravel, or fine gravel having a maximum 3/4 inch size and a maximum plasticity index of 6, determined by AASHTO T89 and T90 or by ASTM D4318.

#### 2.3 DETECTABLE BURIED WARNING TAPE

##### **Add the following:**

On all water and sewer mains there shall be installed a trace wire which shall be a single insulated No. 14 copper wire, THNN or THWN, gasoline and oil resistant. The insulated wire shall be furnished in rolls of not less than 500 feet. Where splices are required, splices shall be made with 3M splice kits, and no other type of splicing will be allowed.

#### 3.1 PROTECTION OF EXISTING PROPERTIES

##### A. General

1. **Add the following:** Replace any tree, bush, hedge, planter or similar vegetation or landscaping damaged during the course of the work with a planting equal to that damaged in kind, size, and location. The contract warranty period for performance applies also to the instances described herein.
4. **Modify this section as follows:** Do not cut and replace existing services from

the mains to private property which interfere with trenching operations unless the work has been specifically approved by the City of Livingston Public Works Department. If approved, the cost for this work will be the responsibility of the CONTRACTOR. Do not interrupt water service for more than four hours. Install a temporary service connection approved by the City of Livingston Water Department if service is interrupted for a longer period. Protect temporary services from freezing or interruptions of use during the construction period.

6. There shall be no stockpiling of gravel or any other material on the paved right of way. If mud or other debris is tracked onto the paved right of way due to construction activities, it will be the responsibility of the contractor/owner to clean the pavement within 24 hours notice.

### 3.3 TRENCH EXCAVATION

#### E. Pavement Damage Cause by Equipment

2. **Replace Paragraph with:** All pavement damaged during construction by the Contractor's equipment or the use thereof shall be removed to at least a depth of three (3) inches and replaced. Removal and replacement shall be over an area that is continuous with the asphalt restoration and as otherwise required by the Engineer to provide a smooth and durable patch. No compensation will be allowed for removal and replacement of damaged pavement outside of the pay limits for pavement restoration. Patches less than three (3) inches in thickness will not be allowed. Work and materials shall be in accordance with the requirements for pavement restoration

### 3.6 TRENCH FILLING AND BACKFILLING

#### C. Trench Backfill

##### 4. Watering

- c. **Add the following requirements:** Water from the City of Livingston's municipal system may only be obtained from the metered service located at the City Shop Complex. The Contractor shall reimburse the City of Livingston Water Department for the cost of the water used at a rate determined by the City of Livingston Department.

#### D. Replacement of Unsuitable Backfill Material

1. **Modify this section as follows:** Remove and dispose of excavated soils that are saturated and cannot be readily conditioned or dried to be made suitable, contain