

SPECIAL PROVISIONS

SECTION 5 OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS

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501 GENERAL

501.1 Project Summary

- A. The District will require the construction of a building for housing remote sensing equipment. The building is to be complete and fully functional.

Prior to or at the pre-construction meeting, the Contractor is required to provide the following:

- B. A project schedule detailing all phases of work;
- 1) Five (5) bound sets of complete material submittals;
- C. and Prior to start of construction, the Contractor shall:
- 1) Notify the District within three working days of the proposed starting date. This may or may not coincide with the notice to proceed date.

501.2 Project Schedule

- A. The work covered under this project as defined in these Contract Documents shall be diligently prosecuted in accordance with the schedule proposed by the Contractor and approved by the Engineer to insure completion within 35 working days from the date of the Notice to Proceed.
- B. Time for performance shall start running on the day after the date of the Notice to Proceed, and shall run continuously thereafter, excluding Saturdays, Sundays, and District-Observed holidays.
- C. District appurtenances are an integral element of the Soquel Creek Water District's water distribution system. Any disruption of the system causes certain unavoidable risks for the customers and the District as well as additional maintenance responsibilities for District staff. To minimize the risks and hardships associated system disruption, it is necessary to establish firm schedule requirements and set significant financial penalties if the contractor does not meet these scheduling requirements. Therefore, the Contractor shall comply with the project schedule approved by the Engineer.
- D. Liquidated Damages shall be enforced per Section 108.09, "Assessment of Damages for Delay" of the SCWD Standard Specifications, if the work is not completed by the Contractor in the time specified herewith. The Contractor shall refer to Section 100, "General Conditions", of the SCWD Specifications for additional provisions.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		
Project Amount	Up to and including	
\$0.00	\$100,000.00	\$250.00
\$100,000.00	\$500,000.00	\$500.00
\$500,000.00	\$1,000,000.00	\$750.00
\$1,000,000.00	\$2,000,000.00	\$1,000.00
OVER \$2,000,000.00		AS SPECIFIED

501.3 Protection of Property and Materials

- A. Section 106.13, "Protection of Property and Utilities" of the Standard Specifications is amended with the provisions of Section 501.2, "Protection of Property and Materials".
- B. The Contractor's attention is called to the proximity of private residences adjacent to the work site. Contractor shall conduct his operations with due care to avoid upsetting area residents. Contractor shall work with the District to appease all reasonable requests from area residents. The District's Chief Engineer will determine what requests from area residents are reasonable.
- C. In accordance with the provisions of Section 106.13, "Protection of Property and Utilities" of the Standard Specifications, the Contractor shall contact each property owner near the filter site at the District's direction. Contractor shall keep said residents fully informed of his plan of operation throughout the course of this contract.
- D. No work shall be permitted before 8 AM nor after 5 PM each working day except for emergencies as defined in the Standard Specifications and Standard Plans. No work shall be performed on weekends or holidays. For the purposes of this Section, the word "work" shall mean all noise producing activities including but not limited to starting of trucks or equipment, haulage, construction, and transiting the access roads.
- E. The Contractor shall protect all public and private road surfaces used during construction and shall restore said surfaces to an equivalent or better condition upon completion of all work. During the course of work, the Contractor shall make any interim repairs or maintenance to access road surfaces, as necessary, at the direction of the District Engineer, at no additional cost to the District.
- F. Facilities including but not limited to catch basins, retaining walls, curbs, gutters, and fences shall be protected from damage by construction activities. The Contractor shall repair or remove and replace damaged improvements as directed by the District Engineer, at no additional cost to the District.

501.4 Pre-construction Conferences

- A. There will be a pre-construction conference after the contract has been awarded and before the actual work on the project. The arranged time and place will be mutually agreeable between the District Engineer and the Contractor. The Contractor, together with the person to be designated as the Contractor's Foreman for the project, shall attend the meeting.
- B. The Contractor shall submit a proposed construction schedule for review at the Pre-construction conference.
- C. The schedule shall specify tasks and time periods for completing each task.
- D. The Contractor shall supply the District with material submittals at the Pre-construction conference. The submittals shall be supplied per SCWD Section 107.10, "Submittals".

501.5 Superintendence

- A. The Contractor shall have on the job site at all times a competent superintendent/foreman with proper authority to represent the Contractor in his absence and all direction given to him by the District shall be as binding as given to the Contractor.
- B. The Contractor shall refer to SCWD Specification 106.05, "Superintendence".

502 SITE WORK

502.1 General Description

- A. Property and Materials Protection shall extend to facility items on the site, roadway/driveway or other access into the site, and other associated materials. Property and Materials shall be protected during the entire duration of the project.
- B. The Contractor shall provide a minimum of one (1) chemical toilet of suitable type at the construction site and maintain the facility in a sanitary condition, including cleaning and servicing at regular intervals.

502.2 Execution

- A. The Contractor shall remove three existing pine trees as noted on the Contract Plans and prepare site for building foundation.
- B. Clean Up- The Contractor shall remove all construction debris from the project site. The area shall be cleared of trash, storage containers, and other construction materials. Site clean up shall initiate punch list and project completion.

503 CONSTRUCTION PRACTICES

503.1 Scope Of Work

- A. The Contractor shall provide all labor, materials, equipment and incidentals required to remove the existing exterior coating and repaint the filter.
- B. The Contractor shall dispose of all wastes or debris generated during work. The Contractor shall sample and test wastes as required by regulatory agencies, and as necessary for classification of wastes prior to disposal. The Contractor shall bear all costs for waste sampling, testing, accumulation, transport, and disposal, including the cost for wastes classified as hazardous and non-hazardous.

503.2 Governing Standards

- A. The following standards (including the most recent update or version) shall govern the work unless specified otherwise in these specifications:
- B. 1997 Uniform Building Code.
- C. All applicable OSHA and safety standards.

503.3 Submittals

- A. The Contractor prepare and submit all submittals in accordance with SCWD Section 107.10, "Submittals".
- B. The Contractor shall provide a separate submittal for each material to be used in the work. At a minimum provide submittals for Concrete, backfill, prefabricated building, and utility hardware.
- C. The Contractor shall include technical data documenting that the material to be provided complies with these specifications. Submittals will not be accepted until all requirements of this specification have been confirmed.

503.4 Safety

- A. The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements.

503.5 Warranty

- A. The District will provide an inspection report to the Contractor detailing the number and types of failures observed, the percentage of surface area where failures have occurred, and the names of the persons making the inspections.
- B. The District shall consider any location where coating has delaminated, peeled, blistered, or cracked, and any location where rusting is evident as failure of the coating system. In addition, the District shall consider photographs or reports of the coating imperfections or failures as acceptable evidence of failure.
- C. The Contractor shall be liable for all remedial work including repair of all failures by removing the deteriorated coating, cleaning the surface, and recoating with the same system in accordance with this Section. The District may allow surface preparation of small failures (areas less than 1 sq ft.) by cleaning to bare metal in accordance with appropriate SSPC-SP standards, however, the method of repair is at the sole discretion of the District.
- D. The District will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten (calendar days) after the starting date established by the District, the District may at its option perform the remedial work, and the

Contractor shall be liable for actual cost of all such remedial work, plus a 20 percent District administrative cost.

- E. The Contractor shall bear the expense of all warranty inspections of the remedial work required by the District

503.6 Clean-Up

- A. Upon completion of the work, the Contractor shall make a detailed inspection of all work.
- B. The Contractor shall be solely responsible for all paint over-spray or dust fallout claims.
- C. The Contractor shall remove all spattering, spits, and blemishes.
- D. Upon completion, of work, the Contractor shall remove all staging, tarps, scaffolding, and containers from the site, including but not limited to: paint and thinner containers and excess paint and thinners (to be disposed of in conformance to all current regulations); paint spots removed and the entire job site cleaned; all damage to surfaces resulting from the work from this section to be cleaned, repaired or refinished to the complete satisfaction of the District. All clean up shall be completed within 7 calendar days starting at the last day of holiday testing of the Reservoir.
- E. The Contractor shall bear all costs associated with site clean up.

504 BUILDING & FOUNDATION SPECIFICATIONS

504.1 Utility Installation

- A. The Contractor shall supply power and telephone via utility conduit to the project building.
- B. The Contractor shall install one pull box at each conduit end and four 2" diameter conduits from the existing power panel to the new building. The Contractor shall install an additional pull box and foundation penetration at the opposite building wall.
- C. Conduits shall terminate inside the building within the concrete foundation.

504.2 Foundation Construction

- A. Concrete foundation shall consist of 3000 psi minimum concrete.
- B. Anchor bolts shall extend into foundation, as specified by the building manufacturer.

504.3 Pre-Fabricated Building

- A. The Contractor shall provide a minimum 8' by 8' prefabricated building, suitable for housing sensitive equipment. Building shall be of steel gauge construction, with aluminum roof and sandstone color siding.

- B. The Contractor shall provide “Romtec Utilities” type steel building, as included in these specifications, or approved equal.
- C. Building shall have one door with a locking mechanism capable of being secured with a District padlock.
- D. Building shall have one roof vent and one side vent.
- E. Building shall be equipped with power, one power outlet, one fluorescent light, and one light switch.

504.4 Site Grading

- A. The Contractor provide positive drainage away from the structure.
- B. Building foundation shall have 6” reveal minimum from finished grade.
- C. Areas disturbed during project construction shall be restored to previous condition.
- D. The Contractor shall provide native seeding, straw material, and water until grass is established.

504.5 Measurement And Payment

- A. The Contractor shall provide all materials, equipment and labor to construct a new equipment building. Payment will be made on a line item basis. The District expects a complete and functional equipment building and the contractor shall consider contingencies to achieve completion. No additional compensation will be considered.