

# **SPECIAL PROVISIONS**

**SECTION 5 OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS**

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## 501 GENERAL

### 501.1 Project Summary

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The District requires construction of an above ground fuel tank foundation and spill control measures. The intent of this project is to construct the foundation as a separate project. The District intends to acquire an above ground tank and complete tank installation under a separate contract. Prior to or at the pre-construction meeting, the Contractor is required to provide a project schedule detailing all phases of work. Prior to the start of construction, the Contractor shall 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

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- 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 **15 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. Construction work will occur within the Districts headquarters maintenance yard and will cause disruption of daily activities vital to operation of the Soquel Creek Water District's water distribution system. To minimize the risks and hardships associated with this disruption, it is necessary to establish firm schedule requirements and set significant financial penalties if the contractor does not meet these scheduling requirements.
- 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 AMOUNT OF CONTRACT		PER DIEM AMOUNT OF LIQUIDATED DAMAGES
FOR MORE THAN	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

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### A. Description

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".

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.

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.

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.

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.

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.

B. Measurement and Payment

All costs associated with the protection of property and materials adjacent to the work sites shall be considered as included in the contract unit or lump sum prices for other items of work. No additional compensation will be considered therefore.

#### **501.4 Pre-construction Conferences**

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- 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**

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- 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**

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- 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.

### **502.2 Execution**

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- A. 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 at the completion of the project.

### **502.3 Measurement And Payment**

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- A. Under this item, the Contractor shall perform site work as described in these Special Provisions.
- B. Payment will be made on a lump sum basis.

## **503 TANK FOUNDATION**

### **503.1 Scope Of Work**

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- A. The Contractor shall provide all labor, materials, equipment and incidentals required to install a new concrete foundation, curb, bollards, a.c. berm, and necessary paving.
- B. The foundation shall consist of 3000 psi concrete with #4 Rebar at 18" on center, both ways.
- C. A total of 9 (nine) bollards shall be installed around the tank. Bollards shall be removable type with a concrete foundation. Each bollard shall be painted yellow.
- D. A 8" high asphalt concrete berm shall be installed around the tank area. A 4" PVC pipe shall be inserted within the berm, as shown on plans.
- E. The Contractor shall dispose of all wastes or debris generated during work. The Contractor shall bear all costs for transport and disposal.

### **503.2 Measurement And Payment**

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- A. The Contractor shall install the foundation, curb, bollards, berm, and paving, as specified. Payment will be made on a lump sum basis.