#### **SECTION 01030**

#### SPECIAL PROJECT PROCEDURES

# PART 1 — GENERAL

### 1.01 SECTION INCLUDES

**A.** This section includes responsibilities and requirements of the Contractor specific to this project.

# PART 2 — PRODUCTS (Not Used)

### **PART 3 - EXECUTION**

#### 3.01 INSTALLATION

- **A.** Provide labor, equipment and material including, but not limited to the following:
  - 1. Daily containment and removal of all sanitary debris, work debris and trash resulting from any work activities.
    - a. Disposal locations for sanitary debris and/or hazardous materials shall be legally certified to accept these materials. Disposal locations for any sanitary debris and/or hazardous materials shall be approved prior to disposal.
    - b. Manifests of hauling and disposal of such material shall be submitted to the Owner's Representative by the Contractor. Hauling and disposal costs will be borne by the Contractor.
  - 2. The following shall apply regarding Contract Documents:
    - a. The Contract Documents are complementary; what is required by one is as binding as if required by all.
    - b. Bring any discrepancies between the drawings and specifications to the attention of the Owner's Representative immediately.
    - c. Except as may be otherwise specifically stated in the Contract Documents, or as otherwise directed by the Owner's Representative, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, other specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents).
    - d. The Contractor shall assume that the most stringent shall apply
  - 3. Coordinate with all trades the work by other utility Owners and jurisdictional agencies, as well as other Owner's work occurring at or near the project location.

- a. Advice the Owner's Representative as to any discrepancies in the work of others that could affect the work in this project and cooperate with the direction provided.
- 4. Complete field engineering and layout required.
- 5. Protect work in progress and finished work until the project is completed and final acceptance is granted by the Owner.
  - a. Protect work by others when it affects work in this project or becomes part of this project.
- 6. Meetings:
  - a. Arrive on time
  - b. Bring:
    - 1) Authorized field representative(s)
    - 2) Authorized office representative(s)
    - 3) Each authorized, capable and responsible for committing to delivery, manpower and completion dates for their work.
- 7. Complete and submit to Owner's Representative:
  - a. Forms, schedules, narratives and reports (including technical data reports and forms) as required by these specifications or as directed in accordance with the project Documents.
    - 1) Failure to submit these in an acceptable and completed manner, and on time could result in a delay in payment.
- 8. Change Order work will be agreed upon in writing and signed by the Owner before the applicable work will begin.
- 9. To properly monitor and protect all materials and Owner assets from damage resulting from Contractor's work activities or weather.
  - a. Damaged materials or assets will be replaced at Contractor's cost.
  - Cost will be assessed by back charge or other means allowed by the Contract Documents.
- 10. Work Hours:
  - a. Work within defined work hours typically 7:00 am to 6:00 pm Monday through Friday, except for defined holidays.
    - 1) Other hours may be directed by the Owner or Owner's Representative or may be negotiated with the Contractor.
    - 2) Work within a public Right-of-Way.

- a) Comply with local jurisdiction and State DOT requirements for defined work hours and days.
- 3) To perform all necessary overtime as ordered, to get their work back on schedule, if necessary.
  - a) If premium time is required by any other Contractor(s) to bring the project back to the original schedule, the cost of such premium time shall be borne solely by this Contractor. Contractor is subject to repayment of additional cost incurred by the Owner due to Owner's staff's overtime or premium time necessary to monitor the Contractor's efforts to bring the Work back on schedule or complete a task that requires work outside of normal work hours.
  - b) Such overtime shall be governed by the requirements and restrictions of the Contract Documents and any applicable jurisdictional permits, and shall not violate any noise ordinances or pose any danger or undue nuisance to the public.
- 11. Perform punch list work in a timely manner or be subject to Owner overhead costs. Punch list items, and completion of such items, will be created and completed as stipulated in this Specification.
  - a. Contractor shall first review the Work and develop a punch list.
  - b. Contractor shall provide a copy to the Owner's Representative
  - c. Contractor shall complete the work on his punch list and provide the Owner's Representative with a signed off copy
  - d. Owner's Representative will review the Work and if determined to be reasonably complete will develop a punch list - If in the opinion of the Owner's Representative, the Work is determined not to be reasonably complete, the Contractor shall be advised to bring the Work closer to a point of completion that warrants a punch list by the Owner's Representative.
  - e. Contractor shall complete the items on the list provided by the Owner's Representative. At an agreed upon schedule the Owner's Representative and the Contractor shall review the progress and the completion of each punch list item.
  - Owner overhead costs will be established and provided to the Contractor.
  - g. Owner overhead costs will be assessed if punch list items are not completed on the agreed upon schedule and reoccurring inspections are required.
  - h. Overhead cost will be based on total job related costs of the Owner and will be assessed against the retainage.
- 12. Provide certificates of insurance prior to mobilization to the job site.

- 13. Provide a current copy of the workman's compensation and liability insurance certificate prior to commencing work. Maintain insurance current and provide proof throughout project. Provide insurance coverage on all Contractor's equipment and tools against theft and damage.
  - a. No claims will be registered against the Owner for loss or damage of same.
  - b. The Contractor will not lien the project for payment of any claims on equipment loss or damage due to vandalism of any other form.

# 14. Workplace Safety:

- a. OSHA requirements to be the minimum safety level accepted.
- Safety requirements from Owner's Representative, supervising or Field personnel will be considered only if the instructions are stricter than those in OSHA requirements.
- c. The Contractor shall maintain all responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

#### 15. Contractor Vehicles:

- a. Personal vehicles shall not be parked at the specific work sites.
- b. All vehicles at the work site be the property of the Contractor and marked with an identifiable company sign.
- 16. Respond to all change notifications within 24 hours
  - a. Provide the Owner's Representative with the complete and detailed change estimate cost data within 7 calendar days of notification.
- 17. Contractor shall provide fulltime onsite dedicated qualified and suitable supervision of their work.
  - a. Notify Owner's Representative of name, qualifications and contact information for person designated to perform onsite supervision
  - b. Notify Owner's Representative of change of onsite supervisor immediately. No change shall be permitted without Owner's written permission.
  - c. Person designated to perform onsite supervision shall have no other responsibilities.
- 18. Perform work in accordance with agreed upon Schedule:
  - a. Provide any necessary measures required to achieve and maintain this schedule at no additional cost to the Owner, Program Manager and Owner's Representative.

- B. Overflows/Spills And Damage To Property And Utilities:
  - 1. Schedule and perform the Work in a manner not causing or contributing to incidences of sanitary sewer overflows (SSOs) as defined in the latest Consent Decree.
  - 2. If Contractor's activities cause or contribute to spills or SSOs
    - a. Immediately take appropriate action to contain and/or stop the overflow;
      - 1) Cleanup the spillage,
      - Disinfect the area affected by the SSO or spill.
    - b. Simultaneously, notify the Owner's Dispatch Center, the Program Manager, and the Owner's Representative
      - 1) Provide information concerning location, cause, volume of the SSO,
      - 2) Assessment whether the spill entered a stream or storm drain.
    - c. The Contractor will be familiar with the details of spill response plan
      - 1) Detailed in the Sanitary Sewer Overflow Contingency and Emergency Response Plan (CERP) approved by Owner's Representative.
      - Document can be found on Department of Watershed Management website under the Consent Decree Program or upon request to the Owner or Program Manager.
  - 3. Indemnify and hold harmless the Owner, the Program Manager and the Owner's Representatives for any fines or third-party claims for personal or property damage arising out of an SSO or spill fully or partially the responsibility of the Contractor,
  - 4. Including the legal, engineering, and administrative expenses of the Owner, Program Manager, and Owner's Representatives in defending such fines and claims.
  - 5. Any damage to public or private property due to the work performed by the Contractor is the sole responsibility of the Contractor.
    - a. Damage to municipal or private utilities shall be repaired in a manner approved by the Owner/Program Manager at the Contractor's expense.
    - b. Damage to utilities or property belonging to other entities shall be repaired by the Contractor to the satisfaction of the utility/property owner at the Contractor's sole expense.
    - c. Equipment stuck or left in the sewer line/lateral shall be retrieved by the Contractor immediately at the sole expense of the Contractor. All necessary precautions to avoid a spill or SSO shall be employed immediately and maintained until safe service is provided.

- d. Notify the Owner, Program Manager, and Owner' Representative prior to initiating retrieval.
- e. Damage to the Contractor's equipment is the Contractor's sole responsibility.
- f. Equipment stuck or left in the sewer line/lateral that causes a SSO or spill,
  - 1) Contractor is liable for the SSO or spill and all associated damages.
- 6. The Owner and/or the Program Manager reserves the right to make any repairs or retrieve any equipment and charge the Contractor accordingly.

#### C. Relocations

- 1. Relocate (including all associated work) structures, such as:
  - a. light poles,
  - b. fences,
  - c. piping,
  - d. conduits,
  - e. and drains interfering with the positioning and execution of the Work.
- 2. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under the Allowance Bid Item. Reference Section 01015 Part 3 Execution Installation 3.01 G. Protection and Relocation of Existing Structures and Utilities.
- **D.** Effective and suitable temporary provisions necessary for public safety resulting from such relocations, shall be provided by the Contractor at no additional cost to the Owner.
- **E.** Existing Underground Piping, Structures, And Utilities
  - 1. Existing water, gas, telephone, electrical, cable or other utility lines may be existing and may not be indicated on the drawings.
    - a. Exercise extreme care before and during any excavation activity to locate, preserve, protect and flag these lines so as to avoid damage to the existing lines.
    - b. Should damage occur to an existing line, the Contractor shall repair or pay for repairs to the line to the satisfaction of the utility owner and at no cost to the Owner.
      - 1) If the Owner of the utility requires the use of his own forces to repair the damaged lines Contractor shall pay for all repair costs.
  - 2. Locations of existing underground piping and utilities shown on the Drawings:
    - a. Are shown without express or implied representation, assurance, or guarantee they are complete or correct.
    - b. Or that they represent a true picture of underground piping to be encountered.
    - c. Existing piping and utilities interfering with any assessment or construction

shall be rerouted.

- 1) Prior to rerouting notify the Owner's Representative of the location of the pipeline or utility
- 2) Reroute or relocate the pipeline or utility as directed.
- 3. Carefully protect existing utilities that do not interfere with project work.
  - d. Existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at its expense as directed by the utility owner and the Owner's Representative.

## F. WATER FOR CONSTRUCTION PURPOSES

- 1. Water required for the work identified in the Contract:
  - a. May be furnished by the Owner if readily available connections are present
  - b. Only as approved by the Owner's Representative.
  - c. Installed in each and every connection to the Owner's potable water supply,
    - A backflow preventer and calibrated metering device meeting the requirements of the Owner shall be installed in each and every connection to the Owner's potable water supply

### **END OF SECTION**