

SPECIAL PROVISIONS

2005 Sports Park Center 4-Plex Project Pressurized Irrigation & Storm Drain

1. Definitions.

1.01. City. The city of Spanish Fork.

1.02. Contractors. The Contractors shall be the companies, with appropriate state licenses, contracted with by Spanish Fork City by the competitive bid process to construct this project.

1.03. Sub-Contractors. A person or company hired by the Contractor to perform construction for the City, having appropriate state licenses to perform said work.

2. Pressure Pipe Main (Items 1 & 2). These items shall include the pipe, fittings, appurtenances, excavation and all labor, equipment and material required to place and test the proposed mains according to the plans, detail drawings and City Standards. These items shall also include all labor equipment and material required to place the bedding and backfill material according to the plans, detail drawings and City standards. Native material compacted to City Standards shall be used as backfill. Excess material shall be stockpiled south of the project area in existing stockpile areas.

2.01. Appurtenances. This item shall also include mechanical restraints and locator tape as specified in the City Standards. Only mechanical restraining shall be allowed.

2.02. Inspections. All trenches, fittings and restraints must be inspected by the City before backfilled. See the Inspection and Testing special condition.

2.03. Payment. Payment shall be made for each lineal foot of main placed.

3. Storm Drain (Items 3 through 5). These items shall include the pipe, fittings, appurtenances, excavation and all labor, equipment and material required to place and test the proposed drains according to the plans, detail drawings and City Standards. These items shall also include all labor equipment and material required to place the bedding and backfill material according to the plans, detail drawings and City standards. Native material compacted to City Standards shall be used as backfill. Excess material shall be stockpiled south of the project area in existing stockpile areas.

3.01. 8" PVC Storm Drain (Item 3). Use 8 inch PVC sewer pipe for this item.

3.02. Inspections. All trenches and boxes must be inspected by the City before backfilled. See the Inspection and Testing special condition.

3.03. Payment. Payment shall be made for each lineal foot of storm drain placed.

4. Storm Boxes & Manhole (Items 6 through 8). These items shall include the box or manhole and all labor, equipment and material required to place the box or manhole according to the plans, detail drawings and City Standards.

4.01. Appurtenances. These items shall include any grouting, plugs, and extensions required by the plans for existing or proposed manholes or boxes.

4.02. Inverts. Boxes and manhole shall have flat bottoms 12 inches below the inverts in and out of the manhole. In and out inverts shall be level.

4.03. Payment. Payment shall be made for each manhole placed.

5. Restoration of Surface Improvements. All surface improvements disrupted as a course of construction shall be restored to the original type of surface condition. This includes landscaping, pavement sections, gravel shoulders and concrete. All restoration work shall be done according to the City standards.

5.01. Existing Conditions. The Contractor shall be responsible to visually inspect all existing surface improvements and include the restoration of these improvements in each individual line item which would disrupt the improvements in the course of construction.

5.02. Landscaping. All landscaping shall be restored to the original type of landscaping with new material. Sod shall be used to restore grass areas.

5.03. Concrete. All concrete shall be restored to match existing concrete. All forms must be inspected by Spanish Fork City before concrete may be poured.

5.04. Payment. There will be no payment for the restoration of surface improvements. The cost for the restoration of surface improvements shall be included in the cost for each individual item causing the disruption of the surface improvements. The Contractor shall be responsible to visually inspect all existing surface improvements that will need to be restored during construction before bidding and include the cost of their restoration in their bids.

6. Construction Schedule and Traffic Control. A construction schedule and traffic control plan for the construction shall be submitted to and approved by the City and UDOT. All traffic control shall meet the requirements of the MUTCD.

6.01. Road Closures. Road closures will be allowed only during working hours. Streets must remain passable at all times, with an all weather surface. As this is an occupied area, the access to the homes and businesses must be a primary concern. Proper signage, consistent with the MUTCD, will be required throughout the project. One business day notice will be required for all road closures. Those who should be notified are 1) Spanish Fork Police, Fire, and Ambulance; 2) Spanish Fork City; and 3) affected residents and businesses.

6.02. Deadlines. The pressurized irrigation mains shall be installed by November 18, 2005 or liquidated damages in the amount of \$500 a day shall be assessed the project. All other work shall be completed by February 3, 2006 or liquidated damages in the amount of \$500 a day shall be assessed the project. Winter conditions which prevent construction from being done shall extend these deadlines day for day.

6.03. Payment. There will be no payment for the construction schedule and traffic control. The cost for scheduling the construction and conducting traffic control shall be included in the cost for each individual item.

7. Plans. Plans represent the Cities' best estimation of the existence and location of current utilities. The final location of each item shall be marked in the field by bluestake prior to cutting the pavement to install any item. Contractor shall be responsible to locate before laying pipe all existing utilities bluestaked whether shown on the plans or not. A set of plans, specifications, detail drawings and City Standards must be on site with each contractor crew or sub-contractor crew when any work is being done on the project.

8. Survey.

8.01 Notice. Contractor must give 2 business days notice when surveys are needed.

8.02 Protection of Survey. Contractor is responsible for the protection of any survey on the project. Survey which is interfered with will be replaced by Spanish Fork City at an expense to the contractor of \$50.00 (fifty dollars) a hub or rebar.

9. Payment. Payments will be made on the 10th of each month for the work done in the previous month. The contractor must follow-up to ensure that everything is being done properly to receive payment.

9.01. Submittals. On the 20th of each month, the contractor must ensure a pay request form is received from Spanish Fork City. This form will show how much of each item the city has paid for to date. The contractor will then fill out the amount of work done since the last pay request.

9.02. Immediate Action Requests. The City will issue immediate action requests to the Contractor during the course of the project. Requests that originated with citizen complaints or deficiencies in construction shall be completed before payments may be released.

9.03. Pay Requests Due. The completed pay request will be due into the engineering office of Spanish Fork City by the 25th of each month. Spanish Fork City will then check the pay request and edit it to what reasonably has been done.

9.04. Retainage. There will not be any retainage held on payments. However, once 85% of the work on a project is completed only one more pay request will be processed for that project. This last pay request will be processed upon completion of the final inspection check list.

9.05. Final Inspection. When the contractor feels a project is completed, an appointment for a final inspection will be requested by the contractor with the engineering secretary (801) 798-5000 extension 22. At this final inspection, a punch list will be made and a copy given to the contractor. The contractor must finish the punch list by the given completion date of the project or liquidated damages will be charged.

When the punch list is finished the contractor shall set an appointment with the Public Works Inspector through the engineering secretary. The inspector will then measure up every item with the contractor and a final pay request will be filled out and signed by both the contractor and Spanish Fork. The contractor will then be evaluated and the retainage for the project released.

10. Inspection and Testing. All work must meet requirements set forth in the plans, detail drawings and Spanish Fork City development standards. Inspections of items before they are buried will also include the City GPS crew surveying the exact location of utility.

10.01. Density Testing. Spanish Fork City will contract with a certified lab or engineering firm to test for compaction of all road base, sub-base, trench backfill and asphalt installed. Density tests will be taken on the road-base under every 50 feet on sidewalk, curb and gutter, and curb wall and every 100 feet in trenches and in the road. At least one test must be done on each separate area of compacted material. No pipe or concrete work shall be paid for until certification of compaction of the base and backfill material under or around these items is obtained. No pipe shall be paid for until all required tests on the pipe are passed.

10.02. Notification. Contractor must call the City or testing lab for required inspections and tests 1 business day before test is ready to be done.

11. Change Orders. Work on all change orders shall not commence until a signed change order form is in place unless an emergency occurs endangering people's lives. If extra work is done without a change order in place then the work will not extend the contractor's completion deadline and payment amounts, if any, will be determined by Spanish Fork City.

Change orders will not be required for minor line item changes made by Spanish Fork City and the contractor in the field. A minor line item change is a change of less than 5% of the quantity of any line item or a change that will increase the cost of the project by less than 200 dollars.

12. Line Items. Spanish Fork reserves the right to eliminate any or all items from the scope of this project. This will be done with a change order set in place before the work on the item is commenced by the contractor.

13. Work Hours. Working hours shall be Monday through Thursday 7 AM to 7 PM in residential areas unless otherwise specified. Spanish Fork City must be notified two business days before working on a holiday, Friday or weekend or weekday before 7 AM or after 7 PM.

14. Work Zone. The work zone will be kept in an orderly manner and cleaned daily. The work zone will be watered and or swept as needed to control dust.

15. Pre-Construction Meeting. A pre-construction meeting will be held with the contractor and all sub-contractors and the City prior to commencement of work on this project. At this meeting a time will be set for a weekly progress meeting which will be held to discuss the progress of the project. Contractor will make an appointment with the engineering secretary for this meeting.

16. Standards. All materials shall be installed to manufacturer specifications and the City standards unless otherwise specified in the plans, detail drawings and specifications. Any item not discussed in this document will be determined by the City Standards or the City Engineer.

17. Pre-Construction Video. At the pre-construction meeting contractor will submit a video of the existing condition of the project site area. This video will be used to resolve disputes over damaged property. Any disputed damage not shown on this video that the City determines could be the fault of the Contractor shall be repaired at the Contractor's expense. Video shall have shots of concrete and landscaping in the project area at a close enough range to show cracks and existing damage.

18. Contractor Qualifications and Experience. Bids will only be awarded to the lowest responsible bidder as specified in the Utah State Code. The contractor's qualifications and experience forms included in this bid book shall be completely filled out and submitted with bid. Failure to do so is basis to reject the bid. Spanish Fork City

reserves the right to determine a non-responsible bidder based upon these forms or any other research conducted by the city.

19. Pre-Bid Meeting. A pre-bid meeting will be scheduled for Thursday September 22, 2005 at 3:00 PM MDT at the City offices.