

ATTACHMENT A – SPECIAL PROVISIONS AND SCOPE

SPECIAL PROVISIONS & SCOPE OF WORK FOR RFP 2425-03

GRADING, PUBLIC AND DRAINAGE IMPROVEMENTS, UTILITY RELOCATION, RETAINING WALL CONSTRUCTION, AND INSTALLATION OF SEPTIC SYSTEM AND CHAIN LINK FENCING – PHASES I & II

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
FIRE STATION 18 (CREST)

SPECIAL PROVISIONS

The work performed shall be done in accordance with the Standard Specifications for Public Works Construction 2021 (or latest) Edition (Greenbook), hereinafter referred to as Standard Specifications; the Supplementary Standard Special Provisions as prepared by the San Diego and Imperial Counties Chapter of the American Public Works Association, also hereinafter referred to as Standard Specifications; the San Diego Regional Standard Drawings issued as of September 2021 hereinafter referred to as the SDRSD; the project plans; and in accordance with these Special Provisions.

In case of conflict between the Standard Specifications, the SDRSD, and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the term is to be furnished and installed complete and in place and that only the best general practice is to prevail, and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, The Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

The Contractor shall field verify and coordinate with the District the exact routing and method of installation of all conduit runs prior to start of work.

In the case where no specific bid item is present for a specific item of work, it shall be included in various other related items as shown in the bid schedule. Therefore, all items of work shall be compensated for in the various bid items as shown in the bid schedule and shall include all labor, materials, equipment, and other incidentals required for the completion of the project in its entirety and no additional payment shall be made thereafter.

GENERAL REQUIREMENTS

Contract Method:

Construct the work under a single agreement based on unit cost or lump sum bid terms for specified work as indicated in these Special Provisions and in the Contract Drawings.

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Coordination

Contractor to coordinate work of each discipline, trade and Subcontractor to assure an expeditious and orderly sequence of installation of specified improvements to result in a complete in-place job.

A. Reference Standards

Products specified by association, the District, or trade standards must comply with requirements of the standard EXCEPT when stricter requirements are specified by applicable codes, services will be performed in accordance with requirements of governing authorities and with specified standards.

B. Inspection and Testing

Contractor shall provide incidental labor and facilities required for testing and inspection of the work in progress. The District will provide inspection and testing. If a test has to be performed a second time because the work was found to be out of compliance on the first test, The Contractor shall compensate the District for all additional tests until the work is found to follow these Special Provisions.

C. Field Engineering

Contractor shall field-verify all dimensions of existing facilities.

- 1) Field surveying for installation of new work and materials is to be provided by the District. The first sentence of Section 2-9.2 of the Standard Specifications (Greenbook) shall be modified to read “The District and Contractor will jointly perform and be responsible for the accuracy of surveying adequate for construction of this project.”
- 2) District shall provide any necessary survey to verify dimensions, distances, and elevations, and for establishing limits of work.
- 3) There shall be no increase to the contract price due to a field dimension or length differing from those shown on the contract drawings.

D. Submittals

- 1) Deliver specified submittals to the District Consultant.
- 2) For each separate submittal show name, bid number, address, telephone number for contact person.
- 3) Identify each deviation or change from the contract documents.
- 4) Submittal quantity shall be the number required by The Contractor plus three (3) copies for retention.
- 5) Allow five (5) working days for review of submittal.
- 6) Each submittal shall contain the specified information called for in the District-provided documents.

E. Construction Facilities

- 1) Contractor shall arrange for and provide necessary meters and lines for electricity consumed by Contractor during Construction.

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- 2) Contractor shall provide and maintain sanitary facilities for construction personnel.
- 3) Contractor shall coordinate with the Padre Dam Water District and San Miguel Fire Protection District to obtain a water meter and water use rights as required of the work.
- 4) It is The Contractor's responsibility to determine if a construction trailer is required or desired for use on the project. If The Contractor decides that a construction trailer will be placed on the job site, then Temporary Use Permit must be issued from the County of San Diego Department of Planning and Land Use. It is The Contractor's responsibility to apply for the permit and to account for the time in the construction schedule required in obtaining the permit. No additional compensation or working days shall be due The Contractor for obtaining the Temporary Use Permit.
- 5) If a dumpster is brought into the site to be used during the construction of the project, the dumpster must be provided by a licensed Waste Management provider.

F. Product Substitutions

- 1) Substitutions will be considered provided sufficient data is provided for review. In making request for substitution, Contractor shall validate:
 - a) It has personally investigated the proposed product or method and determined that it is equal or superior in all respects to that specified.
 - b) It will provide the same guarantee for substitution as for product or method specified.
 - c) It will coordinate installation of accepted substitution into work making such changes as may be required for work to be complete in all aspects.
 - d) It waives all claims for additional costs related to substitution, which are the consequence of the substitution.
- 2) Substitutions will not be considered if:
 - a) They are indicated or implied on shop drawings or project data submittals without formal request submitted.
 - b) Acceptance will require substantial review of contract documents.

G. Operational Conditions

- 1) Work hours shall be between 7:00 a.m. and 4:30 p.m. Monday through Friday. No work may be performed on Saturdays, Sundays or holidays, without prior clearance from the District (Saturdays Only).
- 2) The Contractor shall enforce the following restrictions on work practices during all phases of Construction activities:
 - a) Personnel, suppliers, subcontractors, construction equipment, construction material and personal vehicles may not enter, or be placed within the day's work zone(s) except during the approved work hours without the specific approval of the District Consultant.

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- b) The Contractor shall organize its work to minimize the use of personal vehicles by its workforce.
- c) All Construction materials and debris shall be cleared up and removed from the work zone by the end of the workday on a daily basis.
- d) A trash container for casual litter generated by Contractor personnel shall be available for employee use at all times during approved working hours.

H. Construction Scheduling

- 1) The Contractor shall monitor the quantity of work placed during each workday to ensure that all streets and areas of application are open to vehicular traffic not later than 4:00 p.m. on the day of placement.
- 2) The Contractor shall be solely responsible for all costs associated with postponed work that results from over-scheduling the quantities of work to be done. The Contractor shall be responsible for all costs associated with rescheduling such work, including but not limited to, removal of unsatisfactory material, inspection and public notification.
- 3) The Contractor shall coordinate work operations so as to minimize the time required for street closures. Streets must remain open to traffic until actual operations begin. Individual streets may not be closed for more than four (4) hours without the specific approval of the District Consultant and San Diego County Department of Public Works.
- 4) The Contractor shall coordinate its construction schedule so as not to interfere or coincide with local trash collection activities or street sweeping activities. Charges or fees associated with special order or makeup service resulting from schedule conflicts will be the responsibility of The Contractor and no additional payment will be made. It is The Contractor's responsibility to verify the trash collection days.
- 5) The Contractor shall submit a construction schedule to the District Consultant for approval. The schedules shall indicate the following:
 - a) Work included on that day.
 - b) The number of hours or days required to complete such work.
 - c) The schedule shall be sequenced per workday and not per calendar date.
 - d) The Contractor shall organize its work to facilitate completion of streets in discrete units i.e. edge of improvements to edge of improvements, and intersection to intersection.
 - e) Payment for Construction Scheduling shall be considered as included in the various other Bid items listed in the contract documents and no separate payment shall be made.

I. Dust Control and Construction Clean Up

- 1) Dust control and Construction clean up shall conform to the standard specifications and the special provisions provided herein.

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- 2) The Contractor shall be responsible for the cleanup and removal of material spills and for the cleanup of oil tracts resulting from construction vehicles.
- 3) The Contractor shall be responsible for dust control within each work zone and along haul routes to the satisfaction of the District Consultant and San Diego County Department of Public Works.
- 4) Cleanup operations shall be completed as the construction progresses unless the District Consultant specifically permits a delay.
- 5) Full compensation for all work involved in dust control and construction cleanup and the furnishing of all labor and equipment required to implement dust control and Construction cleanup in a timely manner shall be considered as included in the contract price for the various bit items in the Bid Schedule and no additional compensation will be made.

J. Public Notification

- 1) The Contractor will notify the occupants of all affected properties a minimum of five days in advance of construction operations.
- 2) The Five-Day Notification shall take the form of the mailing of individual letters of notification to area residents fronting the various streets within the scheduled Construction area.
- 3) The Contractor shall provide and install temporarily no parking, tow away, no stopping and related construction warning signs for use in posting streets. Signs shall be placed a minimum of forty-eight hours in advance of the work. Signs shall be placed at intervals of not more than 100 feet on both sides of the street affected by the work.
- 4) Signs shall clearly state the date and hours of closure and/or restricted access. All such signing shall be subject to the approval of the District Consultant prior to placement and may be modified by the District Consultant at his sole discretion.
- 5) The Contractor shall notify the occupants of all affected properties a minimum of 48 hours in advance of road repair operations, and again 48 hours in advance of seal coat operations. Forty-eight-hour notification shall take the form of the posting of individual doorknob hangers on each residence fronting the various streets within the scheduled Construction area and those located within 100 feet of intersecting streets. The Contractor shall be responsible for providing, posting and distributing these doorknob hangers.
- 6) The Contractor shall notify school Districts, bus companies, trash companies and emergency services at least 5 working days in advance of Construction via registered mail. A copy of The Contractor's approved Construction schedule shall be included in each notification letter.
- 7) The Contractor shall be responsible for maintaining notification signage in a serviceable manner.
- 8) Full compensation for all work involved in furnishing all labor, materials, postage, transportation, signs, sign support structures, equipment and incidentals, and for doing all the work involved in implementing and completing the Public Notifications required for this project, as specified, and as directed by the District

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Consultant shall be considered as included in the various other bid items in the Bid Schedule and no separate compensation will be made therefore.

K. Materials, Storage, and Workmanship

- 1) Materials and equipment shall be stored, managed and placed in such a manner to insure the preservation of their quality and fitness for the project.
- 2) The Contractor is responsible for locating and securing suitable staging and storage facilities for all phases of construction.
- 3) If private property is utilized, The Contractor shall supply a Letter of Permission signed by the owner to the District Consultant at the Pre-construction Meeting. The Letter of Permission shall provide for restoration of the site to the satisfaction of the District subject to the ordinances of the District. Any permit required in order to use private property as a storage yard shall conform to Article E (Construction Facilities).
- 4) If public property is utilized, The Contractor shall maintain the site as directed by the District Consultant. The Contractor shall remove unused material, if any, from the site at the end of the project to the satisfaction of the District Consultant.
- 5) Full compensation for all work involved in securing suitable staging and storage facilities and for disposing of used materials and restoring staging and storage facilities as directed shall be considered as included in the various other bid items in the Bid Schedule and no separate compensation will be made.

L. Stormwater Management

The Contractor will be responsible for complying with the California Regional Water Quality Control Board Order No. R9-2013-0001 and National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266, and all County of San Diego storm water management practices. Failure to comply will result in fines of up to \$10,000 a day per violation.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The District shall pay Contractor for work performed based on regular incremental acceptances of portions, as determined by the District, of the contract work, less retention amounts. Unless otherwise agreed to in writing, a Contractor or Subcontractor shall pay to any Subcontractor, not later than ten (10) days of receipt of each progress payment, the respective amounts allowed The Contractor on account of the work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In the event of a good faith dispute over all or any portion of the amount due on a progress payment from The Contractor or Subcontractor to a Subcontractor, The Contractor or Subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. The prime Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the District's prior written approval. Any violation of this provision shall subject the violating prime Contractor or Subcontractor to the

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penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This provision applies to both DBE and non-DBE prime Contractors and Subcontractors.

TRAFFIC CONTROL AND PUBLIC SAFETY

- A. Traffic Control and Public Safety shall be per CALTRANS "Manual of Traffic Control for Construction and Maintenance Zones" and these Special Provisions.
- B. Where possible, at least one twelve (12) foot wide traffic lane should be provided for each direction of travel on all streets at all times. Traffic lanes shall be maintained on pavement (no cold mix) and shall remain unobstructed. Lane transitions shall not be sharper than thirty-to-one (30:1). The District Consultant must approve any deviation from this requirement.
- C. Clearances from traffic lanes shall be five (5) feet minimum to the edge of any excavation and two (2) feet minimum to the face of any curb, pole, barricade, delineator or other vertical construction. If there is less than five (5) feet clearance, then concrete K rails per Caltrans Drawing A75-A, Type 50 shall be used to separate the work from the traffic lane at Contractor's expense. The Contractor shall submit traffic control plans to the San Diego County Department of Public Works for approval prior to commencing construction.
- D. The Contractor must submit for review and approval a traffic control plan that delineates transitions, striping, delineators, arrow boards, and signage a minimum of 7 working days prior to starting any work on the site.
- E. One week prior to starting work, The Contractor must place advance notice of construction signs at each end of the construction zone (work area).
- F. The traffic control plan and any proposed changes thereto are subject to the approval of the Engineer prior to implementation and modified "as required" while in operation to the satisfaction of the District Consultant.
- G. Proposed traffic control devices and signing shall be clearly shown. The text of special signing shall be submitted to the District Consultant for approval prior to preparation and placement.
- H. The streets shall be accessible to Emergency Services vehicles at all times. Work damaged by Emergency Services vehicles shall be repaired at the direction of the District Consultant. Payments for such repairs, if any, shall be made at the unit prices quoted in the Bid Schedule.
- I. The Contractor shall provide flagmen and barricades as required to protect the work-in-progress from vehicular and pedestrian traffic. All costs associated with repair, reconstruction and associated clean up required due to traffic damages shall be borne entirely by The Contractor at no additional cost to the District.
- J. Temporary traffic channelization shall be accomplished with barricades or delineators and shall be maintained by an appropriate number of flagmen. Temporary striping will not be allowed.

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- K. Traffic control devices may not be placed within the work zone or near the work zone prior to 7:00 a.m. on any approved workday, or left in place after 4:00 p.m. or overnight, without the prior approval of the Consultant. Prior approval must be obtained a minimum of 72 hours in advance.
- L. No overnight obstruction or restriction of access will be permitted unless specifically approved in writing by the District Consultant. Driveways shall remain accessible to occupants at all times during remedial pavement repair.
- M. Full compensation for all work involved in the design, planning and implementation of traffic control for the project and the furnishing, installation and removal of temporary barricades, delineators, construction signs, warning signs, or any other device for the temporary control of traffic or the safety of the workers, including flagmen, and/or any such modification that may be directed by the District Consultant shall be considered as included in the contract price for the various bid items in the Bid Schedule and no additional compensation will be made therefore.

SITE DEMOLITION AND REMOVALS

This section includes demolition and removal of those items designated in the Contract Drawings and as indicated in these Special Provisions. Site demolition and removals are located within public rights-of-way and on District-owned properties. Such demolition and removals shall include in general, clearing and grubbing, asphalt concrete pavement and base, concrete driveways and base, A.C. berms, concrete masonry walls and footings, fences, trees, bushes, mailboxes and all other items shown in the Contract Drawings and required to complete the work.

A. Job Conditions

- 1) With the option of The Contractor, the immediate project site may be closed for public use during construction. The Contractor will have full access to the project site and shall provide sufficient signs and barricades to protect the public during construction. If disputed, the determination of the immediate project site will be made by the District Consultant.
- 2) Equipment used for demolition will be at The Contractor's option unless noted otherwise on the drawings or within these special provisions.
- 3) The Contractor shall visit the site and inspect the existing structures and grounds and consider in his bid how such conditions will affect the work required by the drawing and specifications. Failure to do so shall in no way relieve The Contractor of the responsibility of furnishing all labor and materials required for the work. Note that certain items of demolition are set out in the drawings; however, the demolition work shall be confined to such items but shall include all work necessary to accomplish a completed project.

B. Protection

- 1) Provide and maintain adequate control of airborne dust.
- 2) Exercise care in conducting all demolition operations and protect all surfaces and structures shown to remain. Contractor may extend the limits of demolition beyond what is shown on the drawings providing such additional demolition is replaced in kind with new materials at no additional cost. All existing areas and

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surfaces that are to be finally exposed and are damaged as a result of these operations shall be repaired as required to match the adjacent finish, texture, and construction.

- 3) Assume full responsibility for any damage to any existing structures resulting from demolition. Inspect all areas and file a report with the District Consultant showing any existing damaged areas before beginning work.
- 4) Construct temporary bracing and supports as required to prevent the collapse of existing Construction.

C. Demolition

- 1) All salvageable items that are not scheduled for reuse shall become the property of The Contractor.
- 2) All items identified for reuse shall be removed intact and stored on the site at a location approved by the owner.

D. Removal & Disposal

- 1) All items not identified for reuse and all rubbish and debris resulting from the demolition work shall be removed as soon as practical. Do not store waste materials at the job site.
- 2) Removal and disposal of materials shall conform to Subsection 300-1.3 of the Standard Specifications.

E. Clearing and Grubbing

- 1) Clearing and grubbing operations shall be considered as part of demolition and removals, shall precede new construction and shall be performed in accordance with Subsection 300-1.1 of the Standard Specifications.
- 2) Existing improvements, structures, utilities, landscaping and all other items including those on private and public property that are not to be removed shall be protected from injury or damage as provided in Subsection 7.9 of the Standard Specifications.

F. Payment

Payment for demolition and removals shall be considered incidental to the work. No separate bid item is included for payment of this work and shall include all items on the drawings and as required to complete the work including all labor, materials, tools, equipment, hauling and disposals. There shall be no increase in the Contract Price due to a field dimension, or length differing from those shown on the Contract Drawings, or due to an increase in the number of items requiring demolition and removal.

EARTHWORK

- A. Earthwork is confined to those areas of demolition and removal and to minor encroachments onto private property as shown in the Contract Drawings and as required to complete the work.
- B. Earthwork excavations shall conform to Subsection 300-2 of the Standard Specifications and to the District Grading Ordinance.
- C. Payment for excavation will be made at the Unit Price as specified on the Bid Schedule. Payment for excavating, sloping, rounding tops and ends of excavations, loading, disposing of surplus material, stockpiling, and hauling it to its final location.

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- D. Earthwork embankments (fills) shall conform to Subsection 300-4 of the Standard Specifications.
- E. Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in fill construction shall be considered as included in the Contract Unit Price per cubic yard. Payment shall include full compensation for the cost of all grading, shaping, compacting or consolidating, or other work that is required to complete the work. The quantities used in determining payment for fill shall be those of the completed fills within the limits shown on the plans or as directed by the Engineer.
- F. Excavation and backfill for structures shall conform to Subsection 300-3 of the Standard Specifications and to the various other sections indicated in these Special Provisions.
- G. No payment will be made for structure excavation or backfill. The cost thereof shall be considered as included in the price bid for the construction or installation of the items to which such excavation or backfill is incidental or appurtenant.
- H. All grading operations shall be supervised and inspected by a qualified Soil Engineer. The Soil Engineer shall submit reports to the District Consultant based on the requirements of the Grading Ordinance.

PORTLAND CEMENT CONCRETE

- A. Existing concrete, which is adjacent to existing hardscape features not identified as being removed, shall be removed by full depth mechanical saw cutting in accordance with Subsection 300-1.3 of the Standard Specifications.
- B. Subgrade preparation for concrete curbs, walks, gutters, cross gutters, access ramps, driveways, and structures shall conform to Subsections 301-1 and 303-1 of the Standard Specifications.
- C. Base course material shall be Class 2 Aggregate, 19-mm maximum, and shall conform to Section 26-1.02A of the Standard Specifications for the State of California Department of Transportation (CALTRANS) dated January 1999.
- D. Portland cement concrete curbs, walks, gutters, access ramps, driveways, structures and slabs shall be constructed of concrete prepared as prescribed in Subsection 201-1 of the Standard Specifications and the referenced details with the SDRSD.
- E. Portland Cement concrete curbs, walks, gutters, cross gutters, access ramps, driveways and structures shall be constructed in accordance with Subsections 302.6, 303-1, 303-5 of the Standard Specifications, and the referenced details within the SDRSD.
- F. Joints in concrete work shall conform to Subsections 303-1.8.6 and 303-5.4 of the Standard Specifications and the referenced details within the SDRSD.
- G. Tests for Portland cement concrete construction shall conform to Subsection 201-1 of the Standard Specifications. The District Consultant will determine the frequency of sampling. All concrete testing required by the District will be at the expense of the District.
- H. Payment for concrete curbs, walks, and gutters, cross gutters, access ramps, driveways and structures will be made at unit cost as shown in the Bid Schedule. The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the concrete improvements in accordance with the

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Plans and Specifications. Measurements to determine the pay quantities will be made in horizontal planes.

- I. There shall be no increase in the contract price due to a field dimension or length differing from those shown in the Contract Drawings.

ASPHALT CONCRETE

- A. The Contract Drawings designate the limits and areas to receive the Asphalt Concrete Work. This work shall consist, in general, of removing full depth asphalt and base, compaction of subgrade, furnishing, placing and compacting new Class 2 A.B. and asphalt concrete pavement to the thicknesses indicated by the Soils Engineer but not less than that indicated in the Contract Drawings, asphalt concrete overlays and full street width seal coat.
- B. Within the public roadway, asphalt concrete of 2-1/2 inches thickness or less may be placed in one lift. Asphalt concrete if greater than 2-1/2-inches thickness shall be placed in a minimum of two lifts. The compacted thickness of the final surface course of asphalt concrete shall not be greater than 2-1/2 inches or less than 1-1/4 inches.
- C. Asphalt concrete shall not be placed when the atmospheric temperature is below 55 degrees Fahrenheit and falling or during unsuitable weather.
- D. All removal areas will be circumscribed by a full depth saw cut prior to demolition, excavation and removal and in accordance with Subsection 300-1.3.2 of the Standard Specifications. Saw cutting will not be paid separately. The price shall be considered as incidental to the removal.
- E. The subgrade shall be compacted to 95% relative compaction and according to section 301-1 of the Standard Specifications. A tack coat consisting of Grade SS-1h emulsified asphalt shall be applied per Section 302-5.4 of the Standard Specifications.
- F. All material removed shall be considered the property of The Contractor and shall be disposed of by The Contractor at no cost to District. The Contractor will be paid for removal of asphalt and base by lump sum as shown on the Bid Schedule.
- G. Aggregate base material placed on the job shall conform to Section 26, "Aggregate Bases" of the State of California Department of Transportation Standard Specifications dated January 1999. Aggregate grading requirements shall be per Subsection 26-1.02A, Class 2 Aggregate Base, 19-mm maximum.
- H. Material used on the project shall be supplied from a material source that has been approved by the District Consultant. If The Contractor chooses to utilize material from an unapproved source, the cost of certification of material from the source shall be borne by The Contractor. Said certification shall be accomplished prior to use of said uncertified material. No payment or compensation shall be made for work associated with the disposition of unapproved material.
- I. Asphalt concrete pavement materials shall conform to Subsection 203-6 of the Standard Specifications. Asphalt concrete pavement shall be Class C2-AR4000 unless indicated elsewhere in these special provisions. Asphalt concrete pavement shall be placed in accordance with Subsection 302-5 of the Standard Specifications.
- J. Payment for Class 2 A.B. and asphalt concrete payment will be paid by the square foot of compacted material in place Class 2 A.B. and asphalt concrete pavement for the

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required minimum cross sections as delineated in the Contract Drawings and as shown on the Bid Schedule and measurements shall be made in horizontal planes. The Contract shall also include a unit cost per square foot, one inches deep for asphalt concrete and for aggregate base as delineated in these Special Provisions in the event that the required pavement cross-sections are greater than the minimum shown in the Contract Drawings. Unit price for the various bid items shown in the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment, saw cuts, excavation, subbase re-compaction, placement of new material, compaction, cleaning, prime coat, tack coat, and incidentals for completion of the work.

- K. Asphalt concrete overlays shall conform to Subsection 203-6 of the Standard Specifications. A tack coat of Grade SS-1h emulsified asphalt shall be applied directly to existing cleaned hard-surfaced pavement. Asphalt concrete for overlays shall be Class D1-AR4000.
- L. The depth of asphalt concrete overlay shall not be less than 1/2 inches, nor greater than 1-1/2 inches, unless approved otherwise by the District Consultant.
- M. Payment for asphalt concrete overlays shall be by the square foot of compacted in place pavement as shown on the Bid Schedule, and measurements shall be made in horizontal planes. Unit price for overlays shall include full compensation for furnishing all labor, materials, tools, equipment, surface preparation, tack coat, placement of new material, compaction, cleaning and incidentals for completion of the work.
- N. All new and existing asphalt surfaces located within the public right-of-way shall be seal-coated with an asphaltic emulsion and a cover coat of sand in accordance with Subsection 302-5.9 of Standard Specifications.
- O. Payment for asphalt pavement seal coat and sand shall be by the square foot, and measurements shall be made in horizontal planes.
- P. The Contractor, at his expense, shall restore all traffic striping, marking and raised markers, per CALTRANS Specifications, which is affected by the work performed. No additional payment will be made, as the price shall be considered incidental and necessary to complete the work.

REPLACEMENTS, RELOCATIONS AND ADJUSTMENTS

- A. This Section includes all replacements, relocations and adjustments as designated in the Contract Drawings and as required to complete the work. Such work shall include, in general, the replacement, relocation or adjustment to grade of asphalt concrete pavements, Portland cement concrete pavements, mailboxes, trees, shrubs, water meter boxes, water valve covers and gas valve wells.
- B. Portland cement concrete pavement and asphalt concrete pavement shall conform to all sections of these project specifications.
- C. Work performed by public utility companies or Districts as indicated in the Contract Drawings and the project specifications, will not be included in the Contract Price.
- D. Water meter boxes, water valve covers, and gas valve wells shall be adjusted to grade in accordance with Subsections 301-1.6 and 302-5.8 of the Standard Specifications and as required by the utility companies.

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- E. Payment for replacements, relocations and adjustments shall be paid by lump sum as shown in the Bid Schedule and shall include all items on the drawings and as required to complete the work, all labor, materials, tools, equipment and incidentals. There shall be no increase in the Contract Price due to a field dimension, or length differing from those shown on the Contract Drawings, or due to an increase in the number of items requiring replacement, relocation or adjustment.

WORK BY UTILITY COMPANIES (No Bid Item)

- A. The Contractor will coordinate the work with San Diego Gas and Electric to provide access to the construction site and time to complete necessary modifications, which may be needed to their existing utilities.
- B. The Contractor shall adjust and protect existing utilities and shall comply with the San Diego Gas and Electric (SDG&E) Standards, District Standards, and other affected utility standards regarding protection of and/or relocation of existing utilities. The Contractor is responsible for obtaining all necessary approvals and permits from all affected utility providers prior to any work.

SECURITY (No Bid Item)

The Contractor shall be solely responsible for monitoring the work site on a 24-hour basis to prevent vandalism and graffiti including etching/markings into newly placed concrete. The Contractor, at no additional expense to the District, will replace all damaged new work.

TIME RESTRICTIONS (No Bid Item)

- A. Contractor daily work hours may start at 7:00 a.m. and end at 4:30 p.m.
- B. No activities associated with the project shall commence prior to 7:00 a.m. All activities associated with the project shall terminate prior to 4:30 p.m., at which time the site shall be clear and secure. This includes assembling of personnel and starting or maintenance of equipment. Any work performed beyond 8 hours in one day, or any work on weekends, will require overtime payment for inspection.
- C. Weekend work will require prior written approval (for each occurrence).
- D. No night work shall be performed on this project.

MEETINGS (No Bid Item)

- A. The project has several required meetings. Each representative shall have the authority to speak and act on behalf of the entity that he or she represents. These meetings shall be attended by:
 - 1) Contractor
 - 2) District Consultant
 - 3) Fire District representative(s)
 - 4) Utility representatives
 - 5) County of San Diego Inspectors
- B. The required meetings are as follows:
 - 1) Pre-Construction. A pre-construction meeting shall be scheduled after the bidding has been closed, a successful Contractor identified, and contract award

ATTACHMENT A – SPECIAL PROVISIONS AND SCOPE

documents are in progress. Prior to Contractor mobilization, a pre-construction meeting shall be conducted and attended by a representative of the San Miguel Fire Protection District, The Contractor, selected Subcontractors, and appropriate District consultants, such as the project engineer. Construction and jobsite procedures shall be discussed and may include some of the following:

- i. Procedures for maintaining record documents.
- ii. Construction facilities and controls
- iii. Temporary utilities
- iv. Materials testing
- v. Security and housekeeping procedures

FIELD OFFICE AND FACILITIES (No Bid Item)

- A. A field office will not be required for this project. However, The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. Placement of these facilities shall be coordinated with the field inspector. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

CONSTRUCTION SCHEDULE (No Bid Item)

- A. In addition to the construction schedule requirements stipulated in the Notice of Award, The Contractor shall submit a tentative construction schedule to the Project Manager, George Tockstein, via email (gtockstein@gmail.com) a minimum of 5 working days in advance of the pre-construction meeting. The Contractor shall submit the final field construction schedule to the Engineer a minimum of 5 working days in advance of any construction activities.
- B. The District's consultant shall comment on the adequacy of the proposed construction schedule. Required modifications to the accepted schedule shall be made and implemented by The Contractor at no additional cost to the District.

MOBILIZATION & DEMOBILIZATION. (Bid Item)

- A. Refer to Section 9-3.4, of the Standard Specifications for Public Works Construction. Mobilization includes: (1) Obtaining all permits, insurance and bonds necessary for performing the work; (2) Furnishing all labor, equipment, material and supplies for the prosecution of the work, but which are not incorporated in the work; and (3) Construction of temporary storage areas, development of disposal areas, and other construction facilities. Demobilization includes: 1) Removal of all temporary facilities from the site prior to excavations and clean-up of all debris and disposal offsite; and 2) Contract closeout.
- B. Payment for Mobilization and Demobilization, which shall include cleanup to the satisfaction of the Engineer and shall be made at the contract lump sum price named in the Bid Schedule under Bid Item 1 complete and in accordance with these Contract Documents. The Mobilization and Demobilization Unit Price may not exceed 6% of the total Contractor's bid amount. 60% of the unit price of the mobilization bid item shall be

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paid once mobilization is completed. The remaining 40% will be paid upon completion of the demobilization. No additional compensation shall be made.

SITE PREPARATION (No Bid Item)

- A. The work under this section shall conform to Sections 300-1, 300-1.2 and 300-1.3 of the Standard Specifications for Public Works, 2006 edition, and these Special Provisions. The site shall be prepared in the locations necessary to prosecute the work. All conduit trench excavation or underground boring is to follow the least disruptive route as verified in the field and coordinated with the Engineer. Exact routes and methods of installation of all conduit runs must be verified prior to start of work.
- B. All existing trees, plants, and lawns, as well as all facilities, concrete pathways not directly affected by this project are to be maintained and protected during project duration. Any damage to these must be restored to be as good as or better than the original state prior to The Contractor beginning work. This includes any damage to irrigation systems. All removals required for this work shall be restored to as good as or better than the original state.

ADJUST AND PROTECT EXISTING UTILITIES (No Bid Item)

- A. The work under this section shall conform to Sections 5 of the Standard Specifications for Public Works, 2009 edition. Adjust and Protect Existing Utilities shall comply with District Standards and other affected utility standards regarding protection of and/or relocation of existing utilities. The Contractor is responsible for obtaining all necessary approvals and permits from all affected utility providers prior to any work.

INSTALLATION OF CONDUITS (Bid Item)

- A. The work under this section shall conform to Sections 300-2 and 307-2 and covers the following:
 - 1) Installing conduits and wiring and No. 8 ground wire'
 - 2) Trenching conduit and installing wiring per the Street Light Design Policy Manual For New Street Light Installations.
- B. Conduit as noted on plans shall be installed either by means of excavated trench with backfill or by horizontal underground boring so that a minimum of 24 inches of cover over the conduit is maintained.
- C. Excess Material
 - 1) It shall be The Contractor's responsibility to remove and dispose of all excess material resulting from the earthwork operations, including excavated material of any character that is not suitable for use in fill or backfill.
 - 2) The Contractor shall make his own arrangements for a disposal site, but in no instance shall any material be wasted or dumped in any area until permission of the owner of the property has been secured in writing, and a copy of the permit has been furnished to the Engineer. The cost of disposal of excess or waste material shall be borne by The Contractor.

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- D. Diversion of surface water from the excavation site shall be the responsibility of The Contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site.
- E. When the actual elevation or position of any existing pipe, conduit, or other underground utility appurtenances cannot be determined without excavation, The Contractor shall excavate and expose the existing utility at the location shown on the plans and any other locations deemed necessary by the Engineer. Such excavation shall be considered as part of the excavation necessary work. The Engineer shall approve any adjustments in line or grade that may be necessary to accomplish the intent of the plans.
- F. As the streets will be open to the public during construction, any exposed excavation shall be protected at all times. All open trenches shall be backfilled or covered at the end of each working day.
- G. Contractor shall use caution to protect adjacent utilities from damage or sloughing into the trench during excavation. The Contractor shall be responsible for all repairs to any utility damaged as a result of his construction operation.
- H. For excavated trench option, any trenches shall be backfilled, compacted, and/or consolidated by approved methods to obtain relative density of ninety percent (90%). Street crossing trench to comply with SDG&E Typical Residential Trench Specifications.
- I. Payment shall be determined based on the price per linear foot for conduit in place, in addition to those items as noted in the Standard Specifications, shall include all coordination with SDG&E, junctions, fittings and appurtenant parts, pull wires, conductor wiring, surface improvement removals, excavation, cutting, bracing and shoring of trench and utility lines, backfill, placement and compaction using native material, removal of excess excavated material and or native material unsuitable for backfill, preparation and compaction, temporary resurfacing, if any and final surface improvement replacement, miscellaneous removals, and replacement except as otherwise shown on plan, and all other items as specified in these Special Provisions and Section 306-1.6 of the Standard Specifications including mandrelling of conduits. Surface improvements shall include concrete pathways, lawns, concrete curbs/gutters and road pavement. No additional compensation shall be made.

INSTALL PULL BOX

- A. Contractor shall install the pull boxes flush with the existing grade per the Street Light Design Policy Manual for New Street Light Installations. Prepare the excavation approximately 6 inches deeper than the overall height of the enclosure. The length and width of the excavation should be determined by adding 4 inches to 6 inches to the overall length and width of the splice box.
- B. Place 3-6 inches of compacted material under the box. Crushed rock shall be used under the pull box. The compacted material should be leveled so the top of the meter box, pull box or superimposed cover is flush to grade.
- C. Place selected backfill into excavation at 12-inches lifts and compact either mechanically or by flooding the excavation to achieve the desired relative compaction. Install it with a cover in place.

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- D. Payment for all labor, materials, tools, equipment, related incidentals for doing all the work to complete this bid item shall be made upon completion of the associated work on each basis as outlined in the bid schedule. No additional compensation shall be made.

STREETLIGHTS & WARNING LIGHTS AND SIGNS

- A. All poles shall be constructed per San Diego Regional Standard Drawing No. E-1 (Anchor Base Foundation) and the Street Light Design Policy Manual for New Street and Warning Light Installations.
- B. Prepare excavation holes at locations noted on plan to depths noted above. Holes shall be round and have smooth vertical sides with undisturbed soil.
- C. Assemble the fixture and attach it to the pole prior to installation. Use standard installation procedures for wiring and mounting luminaries. Luminaire type shall be 100-watt High Pressure Sodium (HPS).
- D. Pull wires from conduit and feed through entry. Fish wires through hand hole opening and temporarily secure to pole.
- E. Plumb and align the pole.
- F. Lighting poles are to be placed as staked in the field by the Engineer. Final locations will be field verified by the engineer prior to placement of light poles.
- G. Complete the splice from the fixture to the below-grade wire and insert it into the hand hole access. Re-secure hand hole cover to the pole.
- H. Payment for all labor, materials, tools, equipment, related incidentals for doing all the work to complete this bid item shall be made upon completion of the associated work on each basis. No additional compensation shall be made.

PLANS

The maps and plans related to this project shall be distributed as part of the bid package.

ATTACHMENT A – SPECIAL PROVISIONS AND SCOPE

SPECIAL PROVISIONS & SCOPE OF WORK FOR RFP 2425-03

GRADING, PUBLIC AND DRAINAGE IMPROVEMENTS, UTILITY RELOCATION, RETAINING WALL CONSTRUCTION, AND INSTALLATION OF SEPTIC SYSTEM AND CHAIN LINK FENCING – PHASES I & II

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
FIRE STATION 18 (CREST)

SCOPE OF WORK

The Contractor shall provide all materials, tools, machinery, labor and supervision necessary for Site Preparation, GRADING, PUBLIC AND DRAINAGE IMPROVEMENTS, UTILITY RELOCATION, RETAINING WALL CONSTRUCTION, AND INSTALLATION OF SEPTIC SYSTEM AND CHAIN LINK FENCING – PHASES I & II at SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT FIRE STATION 18 (CREST) at 1811 Suncrest Blvd. El Cajon, CA 92021.

Proposals will be considered only from those Contractors who are regularly established in the services and type of construction in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services as stipulated in this document. Additionally, The Contractor must have demonstrated their ability to meet the required time schedule and complete the job in a professional manner as required by their profession.

BACKGROUND

The San Miguel Fire Protection District Board of Directors overall goal with this project is the preparation of the site for the re-building of Fire Station 18. The site improvements are to be constructed to current Engineering and Public Works Code Standards to provide adequate drainage and flood control, storm water management and a safe and secure site provide for construction of a 60' x 70, 2- story pre-engineered steel building to house up to 4 fire personnel 24 hours per day, 365 days per year. Other improvements include:

- public and drainage improvements
- construction of retaining walls
- paving/concrete surface improvements
- installation of
 - septic system and chain link fencing
 - underground utilities
 - security lighting
 - fire sprinkler backflow
 - potable and storm water vaults

ATTACHMENT A – SPECIAL PROVISIONS AND SCOPE

PROJECT TASKS AND REQUIREMENTS

- A. Remove all debris, vegetation and excavate per plans and Greenbook specifications and prepare base for installation of drainage system, utilities and septic system Phase I & II
- B. Underground conduit for natural gas, electrical, and per plans, utility providers and Greenbook specifications – Phase I
- C. Underground sanitary sewer and construct septic system per plans and make hookup as required per plans and Greenbook specifications – Phase I & II
- D. Install underground domestic water line, fire sprinkler service and make hook up to Padre Dam Water District system per plans and Greenbook specifications - Phase I
- E. Construct and prep building pad for installation concrete slab with apron for apparatus structure per plans and Greenbook specifications – Phase I
- F. Excavate and fill per plans and Greenbook specifications – Phase I & II
- G. Construct retaining wall as described – Phase I & II
- H. Construct Cleanouts, Drainage Boxes, etc. per plans and Greenbook specifications – Phase I & II
- I. Construct Roadway, Curb, Gutter, Walkway and Driveway Improvements per plans and Greenbook specifications – Phase I
- J. Construct Commercial Grade 6' High Chain Link Coated Fencing w/Slats per plans and specifications – Phase I & II
- K. Install underground for Site Lighting as per plans and Greenbook specifications - Phase I & II
- L. Construct all other improvements as necessary per plans and Greenbook specifications – Phase I & II

OTHER PROVISIONS

- A. The District shall be responsible for obtaining grading and public improvement permits and The Contractor shall be responsible for obtaining all appropriate traffic control and permits.
- B. The District shall be responsible for all pre-construction surveying.
- C. The District shall be responsible for all Special Inspection Services.
- D. The Contractor shall be responsible for maintaining proper Storm Water Control and Management Practices, Safety Measures and Sanitary Facilities. The Contractor shall relieve the District of any and all liabilities for damages incurred by The Contractor during the construction. The Contractor shall provide certification that they have the appropriate Liability Insurance and Worker's Compensation coverage as required by the District.
- E. No materials shall be salvaged, stored or accumulated in any areas.
- F. The Contractor shall be responsible for all trash and debris removal. All excess soils or debris shall be delivered to a Certified Landfill or Disposal Area in accordance with Federal, State and Local regulations. The Contractor is responsible for all fees and permits.
- G. No bids will be accepted from Contractors who have violated regulations of the County of San Diego or State of California Contractors License Board.

ATTACHMENT A – SPECIAL PROVISIONS AND SCOPE

- H. No payment shall be made until the work is satisfactorily completed and approved by the District.
- I. The Contract Time (Phase I) is to be Sixty (60) Working Days, upon Notice To Proceed (NTP)
- J. The Contract Time (Phase II) is to be Thirty (30) Working Days, upon Notice To Proceed (NTP)
- K. Liquidated Damages is hereby established as \$500.00 per day for failure to complete the work within the required Contract Time.