

SECTION 1010 - GENERAL SCOPE AND SPECIAL PROVISIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK:

The work to be performed under this Contract consists of procurement and installation of all materials, provision of all equipment, all construction, testing, and placing in service together with all related work as specified and shown on the Plans.

1.2 DESIGNATION OF PARTIES:

- A. OWNER or COUNTY -- whenever used in these specifications, it shall mean Butler County, Ohio acting through the Board of County Commissioners or their agents.
- B. ENGINEER - whenever used herein, it shall mean the Director of the Butler County Water and Sewer Department, or his properly authorized agents acting within the scope of the duties assigned to them by the ENGINEER.
- C. CONTRACTOR -- whenever used herein, it shall mean the party of the second part, entering into the contract with the OWNER for the performance of all work specified herein. The classification shall also include all agents, representatives, subcontractors, etc. of said CONTRACTOR.
- D. PLANS and SPECIFICATIONS -- whenever used herein, it shall refer to the detailed construction plans and specifications as prepared for this project, including all revisions, corrections and addendums as made prior to the award of Contract. Subsequent revisions, etc. shall require the written approval of the ENGINEER and the OWNER.

Note: Whenever in the specifications or in the drawings the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the OWNER is intended, and similarly the words approved, acceptable, satisfactory, etc. shall mean that same meets the requirements of the OWNER, unless otherwise stated.

1.3 DECISIONS:

All the work under this Contract shall be done to the satisfaction of the OWNER, which in all cases shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid hereunder, and shall decide all questions which may arise as to the fulfillment of this Contract on the part of the CONTRACTOR, and the OWNERS determination and decision thereon shall be final and conclusive. Such determination and decision in case any question shall arise, shall be a condition precedent to the right of the CONTRACTOR to receive any monies hereunder.

1.4 ORDERS TO CONTRACTORS:

- A. The address given in the bid or proposal upon which this Contract is founded, is hereby designated as the place where all notices, letters, or other communications to the CONTRACTOR shall be mailed or delivered. The delivering at the above-named place or depositing in a post paid wrapper directed to the above-place, in any post office box regularly maintained by the post office, or any notice, letter, or other communication to the CONTRACTOR, and the date of said service shall be the date of delivery or mailing. Such address may be changed at any time by an instrument in writing executed and acknowledged by the CONTRACTOR and delivered to the OWNER. Nothing herein contained shall be deemed to preclude or render inoperative the service, or any notice, letter or other communication upon the CONTRACTOR personally.
- B. Whenever, in the opinion of the OWNER, it is necessary that certain portions of the work be done immediately, the CONTRACTOR upon order shall proceed with such work without delay. Should he

fail to so proceed, the OWNER may do or cause to be done such work and will deduct the cost of the same from any money due or to become due to the CONTRACTOR under this contract.

- C. If the work done under this Contract conflicts with other work done for or by the OWNER or with his consent, the OWNER shall determine the time and manner of procedure of the operations carried on under this contract.

1.5 INCOMPETENT WORKMAN:

The CONTRACTOR shall employ only a sober, orderly, competent, skillful and efficient foreman and workmen satisfactory to the OWNER, and will discharge immediately any foreman or workman against whom the OWNER complains as deficient in any of the above-named respects. The CONTRACTOR shall not make claim for any damages by reason of the discharge of any such persons.

1.6 BARRICADES AND LIGHTS:

- A. The CONTRACTOR must maintain proper barricades, fences, signal lights or watchmen to properly protect persons, animals and property against injury.
- B. The CONTRACTOR agrees to hold the OWNER blameless from any and all claims for damages resulting from obstruction of the streets, or from neglect on the part of the CONTRACTOR in failing to keep guardsmen, barricades, lights, etc., present at the work.
- C. These statements of the specific duties of the CONTRACTOR shall not be construed as a limitation on the general duties imposed by these specifications.

1.7 EXISTING STRUCTURES AND TRAFFIC:

- A. Sufficient notice shall be given by the CONTRACTOR to all Governmental Agencies and Public Service Corporations, whose pipes, poles, tracks, wires or conduits, or other structures may be affected by the work, in order that they may adjust, remove or rebuild them. He shall likewise notify these agencies or corporations in advance of the blocking of any street, as required by each. CONTRACTOR shall be responsible for all associated costs. The CONTRACTOR must, upon order of the OWNER, maintain suitable roadways or walks to properly accommodate traffic. Gutters and other drainage ways must be kept clean for the passage of storm waters at all times or other provisions made to take care of same. CONTRACTOR **must** maintain access for emergency vehicles.
- B. Existing structures which may be encountered in the work shall be maintained by the CONTRACTOR or removed and replaced at his expense in such manner as to secure the safety of the public and structure. If the CONTRACTOR encounters buried structures that must be removed or replaced and that are not indicated in the construction documents and cannot be reasonably anticipated from a visual inspection of the area, additional payment may be considered. The use of the pipes, conduits etc., shall not be interrupted without the consent of the parties owning or controlling same. During the progress of the work the CONTRACTOR shall provide access to all fire hydrants, water and gas valves, manholes, etc.
- C. In the event of the CONTRACTORs failure to comply with these provisions, the OWNER may, with notice, cause same to be done, and will deduct the cost of such work from any money due or to become due the CONTRACTOR under this contract. The performance of such work by the OWNER or at its insistence shall serve in no manner to release the CONTRACTOR from his general or particular liability for the safety of the public or the work.
- D. Subsurface structures encountered in the execution of the work shall be protected and maintained in complete operation unless written permission for their removal or relocation is given by the OWNER.
- E. Existing subsurface structures, including old sewers, abandoned drains, etc., which may be encountered within the limits of the excavation, shall be removed, if required by the OWNER. Such removal will not be paid for separately if the structures are shown or indicated in the construction

documents, said work being included in the price paid for the excavation or other items including such excavation. Existing subsurface structures not indicated in the construction documents and unable to be reasonably anticipated, which may be encountered within the limits of the excavation shall be paid for at the unit price bid or at a negotiated price, provided that the CONTRACTOR notifies the OWNER prior to proceeding with the work.

- F. In case the uncovering of subsurface structures necessitates a change in the alignment or grade of the proposed work, the CONTRACTOR shall give written notice of such obstruction and shall cease work at such points until ordered to proceed.
- G. In case any change of grade or alignment serve to delay the work, the time allowed for completion of the contract shall be extended to the extent to which the delay shall have operated, the decision of the OWNER on this point being final. There shall be no extension for delays where work can continue on other parts of the project
- H. Refer also to Section 1160-EXISTING UTILITIES AND STRUCTURES of these specifications.

1.8 CONSTRUCTION AND WORK BY THE OWNER:

The right to do any construction work, or to make any changes in present construction, in any sewer, water, gas or electrical mains, lines, appurtenances, inlets, manholes, etc.; to grant permits for house connections with sewers, water lines or gas lines, or to lay or relay street railway tracks or electrical conduits at any time prior to the completion of the road covering, over the line of same, is expressly reserved by the OWNER, and the CONTRACTOR shall not interfere with or place any impediments in the way of any person or persons who may be engaged in the work noted herein. The CONTRACTOR, however, shall be allowed and paid to perform any work or install any material thereby made necessary on his part, according to the schedule of bid prices, or as provided in the General Conditions.

1.9 FREEZING OR RAINY WEATHER:

Rainy, stormy, or freezing weather will not be regarded as proper grounds for the extension of contract time, except when excessive or prolonged.

1.10 RAILROAD CROSSING:

Whenever the requirements of the plans necessitate the crossing of railroad tracks, the OWNER will secure any permits necessary for the prosecution of the work and the CONTRACTOR shall obtain a copy of same prior to initiating any work within the railroad right-of-way. The CONTRACTOR shall notify such railroad or railroads not less than fourteen (14) working days in advance of any operations at the crossings, and will also make such arrangements for the protection of maintenance of traffic and of structures as will satisfy the railroad owner, division engineer, or other proper officials of said railroad. See also Section 1220 - Railroad Crossings of these specifications.

1.11 MEASUREMENTS:

- A. No extra or customary measurements of any kind, unless specifically noted, will be allowed in measuring the work under these specifications, but the length, breadth, depth, area, solid contents, or number only shall be considered as the basis for payment as herein specified and shown on the proposal forms.
- B. Where the computation of areas or volumes by exact geometric methods is unduly laborious or refined, the planimeter will be held an instrument of precision and will be used in the determination of quantities upon which payments are based.
- C. The measurements of the OWNER as to amount of the work done shall be final and conclusive.

- D. Payment will be made upon the work done within the limits prescribed by the drawings or specifications, or directed by the OWNER, and in accordance with the unit prices for the items under which the work is done.

1.12 BASIS FOR PAYMENT:

- A. The CONTRACTOR agrees that the certificate of the ENGINEER, as approved by the OWNER, shall be the account by which the amount of work will be computed. See Measurements (Paragraph 1.11).
- B. The CONTRACTOR agrees to accept the prices set forth in his bid included herein as full compensation for furnishing all the materials and labor which may be required in the execution of the work under this agreement and in all respects completing the same according to the contract.

1.13 USE OF FACILITIES INSTALLED:

At any time during the process of the work, the OWNER may, by written notice to the CONTRACTOR, take over and utilize the whole or part of any sewer, water main, structures or facilities appurtenant thereto, which has been completed, giving if desired, permits to tap and connect with the same. In such event, the CONTRACTOR will be relieved (only as specifically stated by the OWNER) from the maintenance of such part as may be used except as provided under the heading Guarantee of these Specifications but the CONTRACTOR will not be relieved of his obligations to restore surface conditions, drives, walks, etc. and to maintain the same as elsewhere set forth.

1.14 WORK EMBRACED:

The CONTRACTOR shall do all the work and furnish all the labor and materials necessary or proper for performing and completing the work herein specified; but in no case will any work in excess of such requirements be paid for unless ordered in writing by the OWNER. The methods and appliances used therefore must be such as will produce a satisfactory quality of work and insure safety to the public and to property.

1.15 SPECIFICATIONS BY REFERENCE:

Where in these specifications, reference is made to other standard specifications--such as Federal Specifications, American Standards Associates (ASA), American Society of Testing and Materials (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), State of Ohio, Department of Transportation, Construction and Material Specifications--such specifications or parts thereof (most recent revision) as may be herein mentioned or referred to by designation, are hereby incorporated into these specifications, and shall be in full force just as though the said specifications or parts thereof referred to has been written herein.

1.16 UTILITIES REQUIRED BY CONTRACTOR:

All water, electricity and/or utility service required by the CONTRACTOR shall be furnished at his own expense.

1.17 WORK ON PRIVATE PROPERTY:

- A. Private property is defined as property other than that belonging to the OWNER. Highway and railroad rights-of-way, public parks, schoolyards and other such properties shall be considered "private properties" for the purpose of this section.
- B. In connection with pipeline work performed on "private property, the CONTRACTOR shall confine his equipment, the storage of materials and the operations of his workmen to the limits indicated on the plans, being the lands and rights-of-way provided for the project by the OWNER, and shall take every precaution to avoid damage to the buildings, grounds, and facilities of the owners of private property.

- C. Fences, walls, hedges, shrubs, trees, etc., shall be carefully removed, preserved, and replaced as required by the plans and directed by the Engineer when the construction is completed. Grassed areas shall be graded, fertilized and seeded when construction is completed and in accordance with the requirements of the detailed specifications. When construction is completed, the private facilities and grounds shall be restored to as good or better condition than found as quickly as possible at the CONTRACTOR's expense.
- D. Foundations, adjacent to where an excavation is to be made below the bottom of the foundation, shall be supported by shoring, bracing or underpinning as long as the excavation shall remain open, or thereafter if required to insure the stability of the foundation. The CONTRACTOR shall be held strictly responsible for any damage to said foundation.
- E. Care shall be taken by the CONTRACTOR to remove only the trees, brush, shrubs, etc. necessary for pipe line installation while working on private property. All cleared and grubbed materials shall be removed from the site and disposed of according to applicable laws and regulations. Burning will be permitted only when the CONTRACTOR has obtained written permission from the local regulatory agency.

1.18 PROJECT SIGN:

- A. The CONTRACTOR shall provide a sign near the site of the work if specifically required in project specifications. The sign shall set forth the description of the work and the names of the OWNER, ENGINEER, and CONTRACTOR.
- B. The signs shall be constructed of 3/4-inch thick APA A-B exterior grade or marine plywood. Posts shall be 4" x 4" of fencing type material. Prime all wood with white prime.
- C. All signs shall be maintained in good condition until completion of the project.
- D. The furnishing and erection of project signs will not be a pay item.

1.19 COMPLIANCE WITH SAFETY REGULATIONS:

All equipment and material items furnished, and all construction methods and activities, shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupational Safety and Health Administration (OSHA). Furthermore, the Contractor is directed to the Butler County, Ohio, Board of Commissioners Safety Regulations for Outside Contractors. The Contractor is required to comply with all requirements of the Butler County, Ohio, Board of Commissioners PERRP Compliance Program.

1.20 COMPLIANCE WITH SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) REQUIREMENTS:

If the Contractor handles oil or oil products, the Contractor could be subject to the Spill Prevention Control and Countermeasure (SPCC) regulations. These regulations are found in federal regulations (40 CFR Part 112) and require that certain procedures, methods and equipment be used to prevent and contain discharges of oil or petroleum products. This includes the development of an emergency action plan. The regulations apply to non-transportation-related facilities/worksites that store oil or petroleum products in greater than threshold quantities. Facilities/worksites are regulated if, due to their location, a discharge could reasonably be expected to reach a waterway (including sewer pathways).

1.21 FIELD OFFICE:

If the proposal forms include a bid item for a Field Office, the CONTRACTOR shall establish and maintain a field office on his project and have available at the office a responsible representative who can officially receive instructions from the ENGINEER. The CONTRACTOR shall have one complete, up-to-date set of drawings, specifications, and addenda in this office at all times.

- A. Portable or mobile building, constructed with floors raised above ground with steps and landing for entrance doors. Minimum ceiling height of 7 feet. Minimum 200 square feet with minimum dimension of 8 feet. The facility may be in conjunction with Contractor's facility. If the facilities are combined, a common wall must be included.
The office must be installed and ready for use no later than seven (7) days prior to the start of construction. The office location must be approved by the Engineer.
- B. Two parking spaces must be provided for use by the Engineer.
- C. The following features shall minimally be included with the office.
1. 100 foot candle lighting at desk-top height and exterior lighting at doors.
 2. Heating, cooling, and ventilation automatically controlled for 68 degree F heating and 75 degreeF cooling conditions.
 3. Minimum (2) windows with 10 percent of floor area with operable sash and insect screen.
 4. Minimum (4) 110 volt duplex convenience outlets.
 5. Sanitary facilities; convenient access to potable drinking water, lavatory with running water, and toilet.
 6. Telephone system access for one line to the job telephone at no cost to the Owner or Engineer.
- D. The following minimum furnishings shall be included with the office.
1. One (1) desk, 54 x 30 inch, 3 drawer
 2. One (1) drafting table, 30 x 72 inch
 3. One (1) work table, 30 x 60 inch
 4. One (1) metal, 2-4 drawer file cabinet with lock and 2 keys
 5. One (1) metal, double door storage cabinet
 6. One (1) swivel arm chair
 7. One (1) drafting table stool
 8. Two (2) straight chairs
 9. One (1) 36 x 30 inch tack board
 10. One (1) land line-based phone with answering machine
 11. One (1) facsimile machine (may be combination phone/facsimile unit; units must be compatible with each other so that both can be operational together)
 12. One (1) waste basket
 13. Convenient access to Contractor's photocopy machine.
 14. One (1) nontoxic, dry chemical fire extinguisher approved for class A, B, and C fires.
- E. Removal
1. At completion of Work, the office, foundation, utility services, and debris shall be removed and the area restored.

1.22 SURVEY REQUIREMENTS:

The CONTRACTOR shall utilize a professional Surveyor (registered in the State of Ohio) to lay out the proposed construction.

1.23 CONSTRUCTION SCHEDULE CHART:

Prior to the start of any construction, the CONTRACTOR shall furnish a construction schedule or progress chart. The schedule or chart shall be subject to the approval of the ENGINEER, and be of sufficient detail to show the chronological relationship of all activities of the project, the order in which the CONTRACTOR proposes to carry out the work, starting and completion dates of major features, procurement of materials, and scheduling of equipment. The schedule shall be in a form suitable for appropriately indicating the percentage of work scheduled for completion at any time. The schedule shall be kept current and shall reflect completion of all work under the Contract within the specified time in accordance with these Specifications.

1.24 TREES AND VEGETATION:

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

1.25 NOTIFICATION OF CUSTOMERS:

It is the intent of the OWNER not to interrupt service to existing customers unless absolutely necessary. When it is necessary to interrupt service, all customers affected by a shut-off shall be notified in person, or in cases where the customer cannot be contacted, by a note attached to the front door of their premises. Notices shall NOT be placed in mailboxes. Such notification shall require 48 hours for residential customers and 72 hours for commercial customers. The CONTRACTOR shall continue work until all customers are back in service the same day it is interrupted. This includes planned shutdowns and unplanned shutdowns. It may require the CONTRACTOR to establish a temporary solution with approval of BCWS. If shutdowns are cancelled once notices have been distributed, another notice must be made with the above minimum advance time requirements. Notices shall be prepared and/or approved by the OWNER.

1.26 COORDINATION WITH LOCAL OFFICIALS:

The CONTRACTOR shall be responsible for daily notification of the county sheriffs office, local police departments, fire departments, and school board as to each days activities in order to schedule emergency traffic and school bus routes.

1.27 VIDEOTAPING OF CONSTRUCTION CORRIDOR:

CONTRACTOR shall perform a **walking** video of the construction corridor prior to the commencing of any construction and prior to delivering any construction equipment or materials to the project area. CONTRACTOR shall furnish a copy of the video to the owner. Instead of a walking video, the video may be taken from the open bed of a truck or other open motorized vehicle moving no faster than 50 feet per minute.

1.28 AS-BUILT REQUIREMENTS:

The following information must be provided by the CONTRACTOR within two (2) weeks of any testing and prior to acceptance of the improvements. This information will be given to the County Inspector and to the Developers Engineer for use in preparing the as-built drawings.

A. Sanitary Sewers:

1. Type of pipe manufacturer.
2. Manhole manufacturer.
3. Lateral information.

For any lateral not installed in accordance with the approved plans (moved, added or deleted) and the typical section, the CONTRACTOR shall provide the following documentation:

- a. Connection to main - distance to reference manhole.
- b. Length of service installed.
- c. Elevation of service lateral at terminus.
- d. Two (2) reference measurements to fixed objects for laterals located in a cul-de-sac or located more than two feet (2') from a line perpendicular to the main sewer at the wye branch.

B. Water Mains:

1. Bends, tees, crosses, reducers and plugs not installed per the approved plans (moved, added, or deleted) shall be referenced by station and offset or by measurements to a fixed object.
2. Service Information:

For services not installed in accordance with the approved plans (moved, added, or deleted) and the typical cross section, the following information shall be provided:
 - a. Service shall be referenced by street station or location to a fixed object.
 - b. Length of serviced installed to the curb stop and length of pigtail installed.
 - c. Cul-de-sac services shall be referenced by measurements between the curb stop and two (2) fixed objects.
 - d. Depth of service at the curb stop.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION