

SECTION 01000

SPECIAL PROVISIONS

The Cedar Rapids Metropolitan Area Standard Specifications and Details are applicable to this project. The purpose of this section is to revise, identify, add, and/or clarify conditions relating to specific bid items on this project.

Modify Cedar Rapids Metro Area Standard Specifications for Public Improvement as follows:

SECTION 00700 - GENERAL CONDITIONS

ADD Article 2 Preliminary Matters; Section 2.03 – Commencement of Contract Times; Notice to Proceed, Paragraph G. Add with the following:

The Contractor shall complete the contract on or before the date corresponding with the specified calendar days. The Contractor may begin construction activities as soon as bond and insurance are approved by the City. No days will be counted as calendar days prior to late start date even if these days are worked by the Contractor.

ADD Article 4 Availability of Lands; Subsurface & Physical Conditions; Reference Points section:

4.07 – Historical and Archaeological Audits

- A. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the owner who shall notify the Director of Historic Preservation Office, State Historic Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that they may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Department of Natural Resources and the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES provisions of the specifications.

MODIFY Article 6 Contractor’s Responsibilities; Section 6.02 – Labor; Working Hours, Paragraph C. Replace with:

- C. Except as otherwise required for safety or protection or persons of the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, and as subject to local ordinance, all Work at the Site shall be performed during regular working hours.
1. Contractor shall receive Owner’s written consent for all Saturday, Sunday and legal holiday work. All requests for Saturday, Sunday and legal holiday work shall be made in writing by the Contractor 48 hours in advance of the day(s) being requested to work.
 2. If a City Inspector is required to be present on the job site on a Saturday, Sunday or legal holiday, the wages for the Resident Project Representative will be deducted from the Contractor’s progress payments.
 3. If Work and the Resident Project Representative's presence on the job on a Saturday, Sunday or legal holiday is a result of a requirement of the Contract

Documents, and not a convenience to the Contractor, the wages for the Resident Project Representative will not be deducted from the Contractor's progress payments.

ADD Article 6 Contractor's Responsibilities; Section 6.18 – Continuing the Work. Add the following:

As long as work remains on the project, the Contractor shall remain on the project. If issues exist within a Phase of the project which are beyond the Contractor's control (such as obstructions or utility issues), the City has the option to revise the Contract Phasing and direct the Contractor to work on other "unaffected" Phases or areas of the project as shown within the Contract Documents, at no additional cost to the owner. The Owner may provide additional calendar days to the Contractor based upon relocation efforts and scheduling justification, in accordance with 0800 Supplementary Conditions, SC-18.03

Once work within a Phase has commenced, the Contractor shall continue work within that Phase until all work within that Phase has been completed. If work within that Phase is not completed and the Contractor removes his "normal" size crew (and/or equipment) from the project without written authorization from the Owner, then the Contractor will be charged a calendar day AND immediately assessed the disincentive rate for each calendar day the Contractor's "normal" size crew and equipment are not working on the project. Disincentives will be assessed at the time of monthly pay applications that cover any period during which the Contractor had unauthorized periods of work stoppages.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

ADD SC-18 18.03 – Consideration for Extra Work or Delays

- D. If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the City for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the City finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

Requests for extension of time on calendar day projects, caused by precipitation, shall be considered as follows:

Precipitation levels within 10% of the average monthly rainfall over the last ten years, as recorded by the National Weather Service, are considered in the Calendar day

allowance for the project. No time extensions will be granted for precipitation levels within this range. If precipitation levels should exceed the stated monthly average (calculated per calendar month), the Contractor may request an extension of one Calendar day for each 10% of precipitation above the contract considered amount (110% of monthly average), rounded up.

Example:

Average 10 year monthly precipitation for June in Cedar Rapids = 4.8 inches

June precipitation levels to be considered for project completion within the original Calendar Day requirement = 4.8 inches * 110% = 5.28 inches = adjusted average

Hypothetical actual June monthly precipitation during the project = 7.0 inches, is 32.5% in excess of the 10 year adjusted average to be anticipated in the initial bid. Contract extension request = 4 Calendar Days.

Requests for time extension in line with these conditions shall be provided to the City in writing within fourteen (14) calendar days following the end of each month. If the Contractor does not notify the City within the fourteen day time frame, no time extensions for said period will be considered.

SECTION 01025 – MEASUREMENT AND PAYMENT

Add or modify the following measurement and payment items:

1.04 – Measurement And Payment Descriptions

- A. The following shall be considered incidental to bid items; unless a bid item appears. Items considered incidental are not limited to those listed here:
 - 6. Trench excavation and backfill with granular backfill, drainable backfill or native material.
 - 16. Record Documents (See 01100 3.03 in these Special Provisions)
 - 17. Property Owner Access (See 01100 3.04 in these Special Provisions)
 - 18. Subgrade preparation
 - 19. Watering
- B. Itemized Sections (see following sections)

MODIFY 01400-61 – Removal of Valves: paid on a count basis as measured by the ENGINEER. Unit price includes short term on-site storage, followed by delivery to jurisdiction water division OR disposal by Contractor, whichever is applicable. Removal item includes couplings, valves and fittings not reused on project. Capping or plugging hydrant leg, plus repairs to polyethylene encasements and/or tracer wire are incidental. Granular backfill of excavation shall be incidental.

MODIFY 01400-62 – Removal of Existing Water Main: paid on a lump sum basis. Unit price includes short term on-site storage followed by delivery to jurisdiction water division OR disposal by Contractor, whichever is applicable. Capping or plugging and disposal of miscellaneous fittings, excepting hydrants and valves are incidental.

MODIFY 02100-60 – Special Backfill, Class B Pipe Bedding: paid on a volume basis, based on the quantity as set forth in the Contract Documents. Water required for moisture conditioning of the material is incidental.

Aggregate Bedding shall meet the following gradation:

Sieve Size:	1½	1	¾	½	3/8	4	8
Percent Passing:	100	95-100	50-100	20-65	10-65	0-20	0-8

Aggregate for this material shall be gravel or crushed portland cement concrete, limestone, dolomite, or quartzite, free of clay and objectionable clay coatings. The abrasion loss, as determined by AASHTO T96, Method A or B, shall not exceed 45 percent. The aggregate shall not contain more than 5 percent shale particles retained on the No. 16 sieve.

MODIFY 02500-01 – Installation of Owner-Supplied 24-Inch, Mechanical Joint Water Main: paid on a lineal basis, not including fittings, for each type and size as set forth in the Contract Documents, as measured by the ENGINEER. Owner to furnish pipe with Nitrile gaskets, polyethylene wrap and tracer wire. Trench excavation and backfill above pipe bedding is incidental.

MODIFY 02500-21 – Installation of Owner-Supplied 16-Inch Butterfly Valve and Box: paid on a count basis for each type and size installed. Material supplied by the Owner shall be as indicated in the Contract Documents. Owner to furnish valve with Nitrile gaskets, valve box, polyethylene wrap and tracer wire. Pick-up and delivery of material to the jobsite, trench excavation, backfill, and adjustment of valve boxes to grade are incidental.

MODIFY 02500-21 – Installation of Owner-Supplied 24-Inch Butterfly Valve and Box: paid on a count basis for each type and size installed. Material supplied by the Owner shall be as indicated in the Contract Documents. Owner to furnish valve with Nitrile gaskets, valve box, polyethylene wrap and tracer wire. Pick-up and delivery of material to the jobsite, trench excavation, backfill above pipe bedding, and adjustment of valve boxes to grade are incidental.

MODIFY 02500-30 – Installation of Owner-Supplied Fittings for Water Distribution Systems: paid on a weight basis. The quantity paid shall be fittings as counted by the ENGINEER and converted to a weight basis in accordance with weights for compact fittings as published in AWWA C153. Nuts, bolts, retainer glands (mega-lugs), and restraining rods are incidental.

MODIFY 02900-03 – Watering, 4,730 Gallons per Application: watering for seeding or sodding shall be paid based on the number of watering applications actually made. Each application will be authorized by the Engineer.

SECTION 01100 – CONSTRUCTION SERVICES

ADD 1.01 – Section Includes

- D. Property Owner Access

ADD 1.02 – Description of Work

- D. Property Owner Access: includes, but is not limited to, complying with special access requirements, including ADA accommodations; coordinating trash, recycling and yard waste collection for areas affected by or whose access is restricted by construction; accommodating mail and parcel delivery service, parking, driveway, and emergency vehicle access; and general notification and coordination of construction activities with residents.

MODIFY 1.03 – Special Requirements

- D. After locating and examining survey control points shown in contract documents, the Contractor shall do one of the following:
 - 1. If survey control points are intact and judged sufficient for use during construction survey, the Contractor shall provide a signed letter stating control points are intact and sufficient for construction survey to the jurisdictional project engineer.
 - 2. If survey control points are not intact, or are judged insufficient for use during construction survey, the Contractor shall provide a signed letter describing issues with the control points to the jurisdictional project engineer.
- E. After locating and determining conditions where new construction will match existing features, and after determining location and elevation of said features and comparing this information to corresponding information in the contract documents, the Contractor shall do one of the following:
 - 1. If accuracy of locations and elevations of existing features as noted in the contract documents is judged sufficient for use during construction survey, the Contractor shall provide a signed letter stating the accuracy of the locations and elevations of existing features to the jurisdictional project engineer. If applicable, the note may be included in the letter addressing accuracy of survey control points.
 - 2. If accuracy of locations and elevations of existing features as noted in the contract documents is judged insufficient for use during construction survey, the Contractor shall provide a signed letter, plus annotated excerpts from the contract documents describing issues to the jurisdictional project engineer.

ADD 1.03 – Special Requirements

- F. The work specified in 1.03 D and E is required prior to the preconstruction meeting. If this work is not completed and letters are not provided to the Engineer at the preconstruction meeting, start of construction may be delayed. The project's

scheduled start dates as set forth in the Contract Documents shall remain in force and the Contractor may be charged days at the sole discretion of the Engineer.

ADD 3.04 – Property Owner Access

- A. Property owners that provided input on City comment forms with their names, addresses, contact information and special access requirements are listed in the C Sheets for Contractor's information. Contractor is responsible to comply with special access requirements based on property owner/tenant comments.
- B. The Contractor shall be responsible to collect refuse from each Property Owner's standard pick-up site and deliver refuse to a location designated by the Cedar Rapids Solid Waste Division or to facilitate (provide access) for refuse pick-up at its current location. This shall be designated for each phase of construction. The Contractor shall coordinate with Cedar Rapids Solid Waste Division and Property Owners. The Contractor is responsible for coordinating trash, recycling and yard waste collection for areas affected by or whose access is restricted by construction.
- C. Any ADA accommodation residents residing in the construction zone shall be the responsibility of the contractor to ensure collection. It will be the responsibility of the Cedar Rapids Solid Waste Division to inform the contractor of any of those residents in the construction zone.
- D. It shall be the Contractor's responsibility to identify and label property owner carts. Contractor may use masking tape and a permanent marker to label carts to ensure the carts are not misplaced.
- E. On days the Contractor does not work, weather delay or holiday that the Cedar Rapids Solid Waste Division work and it is a collection day for the construction zone, the Contractor shall be responsible for delivering carts to their collection locations.
- F. The Contractor shall coordinate or make accommodations in the construction area for mail and parcel delivery service, parking, driveway and emergency vehicle access.
- G. Notification (door hangers) shall be approved by the Engineer prior to distribution. The Contractor shall notify all Property Owners and residents a minimum of one week (but not more than two weeks) prior to commencing construction. Work will not begin unless notification has been provided in accordance with these Contract Documents. Door hangers shall include the following information:
 - Contractor's name and emergency contact numbers
 - Description of Contractor's activities
 - Date of construction activities in the area
 - Estimated duration of construction activities in the area
 - Description/location of available residential parking
 - Information stating how and where garbage collection will be made (note: contractor shall not require/request residents to set out garbage at locations which may cause undue hardships)

SECTION 02900 – Seeding

REVISE 02900 2.01 Topsoil

- C. Imported topsoil material, as needed to make up the final grade and prepare the seedbed shall meet the requirements of paragraphs 2.01 D & E.

REVISE 02900 3.02

- A. Spring seeding dates for lawn mix shall be from March 15 to June 15. Commencing only when ground temperatures are **45** degrees F. Fall seeding dates for lawn mix shall be from August 1 to October 15.

REVISE 02900 3.08

- A. When seeding and related work is completed but is washed out or damaged before project acceptance the area shall be re-graded, reseeded and re-mulched at the contractor's expense.

Areas that settle and require additional topsoil to meet the final established grade or areas that fail to germinate shall be prepared in accordance with this specification and re-seeded at the contractor's expense.

If weeds or undesirable grasses are present within one (1) year of completed seeding operations the contractor shall apply an approved herbicide to the identified area in accordance with the manufacturer's directions, followed by fertilizer and reseeded and watering.

The contractor shall warrant seeding for one (1) year after final acceptance.

REPLACE 02900 3.10 Final Acceptance WITH 3.10 Watering

Contractor shall provide water, equipment and labor to completely water all seeded areas every Three (3) days unless 0.25 inch or more of rainfall occurs within that three day period.

Each watering shall be sufficient to thoroughly saturate the seedbed and adjacent disturbed area to a depth of approximately 3 inches. Each watering requires an average of 50 gallons of water per 100 square feet (5.5 gallons per SY) subject to local weather conditions, at the discretion of the Engineer.

Apply water uniformly and consistently on all seeded areas using a spray or other approved technique to prevent damage to the seedbed, erosion or runoff.

Watering shall continue for three (3) weeks after germination or until October 30, whichever comes first.

ADD 02900 3.11 Acceptance and Warranty

- A. Seeding will be approved for payment only when the following conditions are met:
 - 1. All other requirements for construction are complete,
 - 2. At least 60 days have passed since germination,
 - 3. Seeded areas are live, healthy, growing in a well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease or insects.
 - 4. Reseeding operations are complete.
- B. Final Acceptance may be given by the Engineer based upon the following:
 - 1. Fulfillment of all other construction items as required under the warranty.
 - 2. At least one year has passed since seeding.
 - 3. Seeded areas are live, healthy, growing in a well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease or insects, and closely match the condition of the lawns of the adjoining properties
 - 4. All re-grading and reseeding operations are complete.

ADD 13.07 – Correction Period

- A. If within two years after the date of Final Acceptance by the Owner or such longer period of time as may be prescribed by Laws or Regulations or by the term of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the Work of others or other land or areas resulting therefrom. If Contractor does not promptly comply with the CEDAR RAPIDS METROPOLITAN AREA STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS May 2014 GENERAL CONDITIONS 00700-42 terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of Work of others) will be paid by Contractor.

- B. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for a period of one year, beyond the original correction period of paragraph 13.07.A.
- C. Contractor's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.