

Section 01010

Summary of Work

Part 1. General

1.01 Standard Specifications Adopted

- A. The work covered under this Contract shall be performed in accordance with the appropriate provisions of the specifications entitled "Standard Specifications, State of California, Department of Transportation," current edition. These Special Provisions are hereinafter referred to as the Caltrans Standard Specifications.
- B. In case of conflict between the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall take precedence and be used whenever conflict arises.
- C. Whenever the following terms are used in the Caltrans Standard Specifications, they shall be understood to mean and refer to the following:
 - 1. Department of Transportation: City of Eureka Engineering Department
 - 2. Director of Transportation: City of Eureka Engineer or SHN Consulting Engineers & Geologists, Inc. (SHN), acting either directly or through properly authorized agents, with such agents acting within the scope of the particular duties delegated to them.
 - 3. Laboratory: The designated laboratory authorized by SHN or Humboldt Transit Authority (HTA) to test materials and work involved in the Contract.
 - 4. County/State: Humboldt County/City of Eureka.
- D. Other terms appearing in the Caltrans Standard Specifications shall have the intent and meaning as specified therein.

1.02 Project Plans (Plans)

- A. The Plans consist of the following plan sheets:
 - G-1 Cover Sheet (with signature approvals, location map, and plot plan)
 - G-2 Standard Abbreviations and Legends
 - C-1 Demolition & Erosion Control Plan
 - C-2 Site Plan
 - C-3 Sections
 - C-4 Fueling System Piping Schematics
 - C-5 Details
 - C-6 Details
 - C-7 Parking Plan
 - E-1 Electrical Site Plan and Diagrams

1.03 Work Covered by Contract Documents

A. Description

1. The work to be done under this Contract consists of furnishing all labor, equipment, materials, incidentals, and performing all work necessary to complete the HTA Fueling Facility Project, as shown on the Plans and described in these Special Provisions.
 - a. The fueling system and fuel management system proposed for purchase and installation for this project has variable speed turbine pumps that interface with smart controllers and a fuel management system. This specialized system was designed with Matt Schuessler (925)785-2740, Territory Manger for Franklin Fueling Systems. Alternate systems proposed will need to be "approved equals." All of the fueling system components need to match new and existing equipment and fuel management system. A Franklin Representative will be available to assist in the purchase and installation of the Franklin fueling system components.
2. The work consists of the following:
 - a. Clean and assist in the removal of three 2,000-gallon "ConVault" aboveground storage tanks (ASTs), including disconnecting them from the foundation and removing the existing piping and appurtenances. HTA to provide a crane for removal of the ASTs, which weigh 30,000 pounds each. The crane will load them onto trucks, which will transport them off site to a location to be determined by HTA.
 - b. Two existing ASTs will remain; therefore, cap off the fuel pipe that formerly connected to the ASTs that were removed.
 - c. Demolish a section of the existing chain link fence for the new driveway; remove the existing gate, tracks, motor, sensors, and key pad; and rebuild a new section of chain link fence. Purchase and install new motorized gates for the new driveway, complete with motors, controllers, and appurtenances.
 - d. Demolish existing driveway and sidewalk section, and reconstruct the new driveway and ADA sidewalk sections on V Street, and into the HTA facility located at 133 V Street.
 - e. Construct footings for the new 15,000-gallon AST, in accordance with the manufacturer's engineered design, and the Plans and these Special Provisions.
 - f. Construct new canopy footings in accordance with the manufacturer's engineered design, and the Plans and these Special Provisions.
 - g. HTA has purchased a new 15,000-gallon AST; however, the AST will need to be transferred onto the foundation, and the Contractor will connect the AST to the foundation; and then the pumps and all piping and appurtenances will be installed in accordance with the manufacturer's recommendations, the Plans, and these Special Provisions.

- h. The Contractor will purchase a turnkey canopy system, and the canopy will be constructed in accordance with the manufacturer's engineered plans, the Project Plans, and these Special Provisions.
 - i. Purchase and install two new diesel ultra-high-flow fuel twin dispensers, complete with dispenser sumps, curb hoses, hose retractors, nozzles, the shear valves and the breakaway fittings in accordance with the manufacturer's recommendations, the Plans, and these Special Provisions.
 - j. Purchase and install the new double-walled aboveground piping system, supports, seismic restraints, valves, and all appurtenances in accordance with the manufacturer's recommendations, the Plans and these Special Provisions.
 - k. Install underground and aboveground electrical conduits, wiring, and controls; and purchase and install the necessary circuit breakers, motor controllers, electrical operated valves, grounding systems, and appurtenances. An underground electrical system exists to the existing fueling island; therefore; Contractor shall verify that there is a sufficient number and size of the spare conduits to install the new wiring and controls to the new systems.
 - l. Provide traffic control and public notifications related to local service interruptions or street closure.
 - m. Install erosion control measures as required by the Plans and these Special Provisions.
 - n. Obtain encroachment permit from the City for constructing the new driveway and sidewalk sections that will comply with applicable sections of Title 24 and Title 8 of the California Code of Regulations, and compliance with ADA requirements.
 - o. Other related work required by the Plans and Special Provisions to be furnished, fabricated, constructed, or installed.
3. The Contractor is directed to the following documents, which are available for review at the SHN office at 812 W. Wabash Ave, Eureka, California, for information regarding subsurface geotechnical conditions:
- a. "Geotechnical Investigation Report, HTA Fueling Facility Project, Eureka, Humboldt County, California," by SHN Consulting Engineers & Geologists, Inc. (August 2014).
 - b. Cultural Resources Monitoring and Inadvertent Discovery Plan by Roscoe and Associates (August 2015)
4. The work herein described and shown on the Plans shall be complete in every detail, regardless of every item necessarily involved not being mentioned; therefore, the Contractor will be held to provide all labor and materials necessary for the entire completion of the Work intended to be included and described in this Contract, and shall not avail itself of any manifestly unintentional error or omissions, if any exists. Such other items or details not mentioned above that are required by the Plans or the Special Provisions shall be furnished, fabricated, constructed, or installed.

B. Location of the Project

The project site is located at 133 V Street (APNs 002-091-010) in the City of Eureka, Humboldt County, California. This parcel is situated south of Humboldt Bay at the intersection of V Street and First Street.

C. Contractor's Duties

1. It shall be the responsibility of the Contractor to examine the job site before submitting a bid. No allowance will be made on the Contractor's behalf for any extra expense incurred due to the failure to become acquainted with the full extent of work to be done and the conditions under which the work is to be performed.
2. Except as specifically noted, the Contractor shall provide and pay for:
 - a. Labor, materials, and equipment
 - b. Tools, construction equipment, and machinery
 - c. Water and other utilities required for construction
 - d. All insurance and bonds required by the City and HTA, and as necessary to perform the Work
 - e. Legally required sales, consumer, and use taxes
 - f. All other facilities and services necessary for proper execution and completion of the Work
3. The Contractor shall promptly submit to the Engineer written notice of any observed variance on the Plans or Contract Documents from legal requirements.
4. The Contractor shall provide unencumbered access to the work area, at all times, to the authorized representatives of HTA, the Engineer, the City of Eureka, and other appropriate regulatory agencies.

D. Permits, Codes, and Environmental Conditions

The Contractor shall conform to the requirements of all permits and licenses applicable to the Work, and shall comply with all applicable codes, and City of Eureka and Humboldt County ordinances, rules, regulations, orders, and other legal requirements of appropriate regulatory agencies. The Plans and these Special Provisions have been prepared to comply with anticipated permit requirements and environmental protection measures for the Project. The Contractor is advised that all work must comply with these requirements and that the cost of compliance with these requirements is included in payment for individual items of work, and that no additional compensation for cost arising out of such compliance will be made.

1.04 Record Drawings

The Contractor shall keep up-to-date records on a set of project prints. Record drawings shall include additions to and deletions from the work, and changes to the design, as well as any variation from information either shown on the Plans or specified in the Contract Documents. The as-built drawings shall be made available upon request to the Owner's representative.

1.05 Contractor's Use of the Project Site and Private Property

- A. The Contractor shall not use the public right-of-way for long-term staging or material storage. During the work day, the Contractor may use the work area for storage of project materials and equipment to be used during that day; however, at the end of the day, the work site shall be cleaned up in accordance with "Section 01561: Site and Area Cleanup."
- B. The Contractor's use of private property for any purpose associated with this project will require a written agreement between the property owner and the Contractor. The agreement shall grant the Contractor permission to use the private property and shall absolve HTA of all responsibility for consequences of such usage. A copy of all such agreements shall be filed with the Engineer prior to the use of the property.

1.06 Disposal and Recycling of Materials

- A. Disposal of materials shall not be permitted within the public right-of-way. The Contractor shall make their own arrangements for disposal sites outside the right-of-way, shall pay all costs involved, and shall obtain all required permits. See Paragraph 1.13 below for permit requirements.
- B. Contractor shall comply with recycling of materials requirements of the General Provisions and included in the appendices to the Special Provisions.

1.07 Salvage and Re-use of Existing Improvements and Facilities

- A. Items noted on the Plans as "to be salvaged" shall be removed from the job to a secure area and/or delivered to HTA.
- B. Items noted on the Plans "to be re-located" shall be removed from the present location, and relocated to the area shown on the Plans, including the connection to the existing system.

1.08 Contractor's Responsibility for Utilities and Services

- A. Utilities on the Plans may be shown incorrectly or not at all. The Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 at least forty-eight (48) hours, but not less than two (2) working days, prior to any demolition or excavation and request field markings of all underground utilities.
- B. The Contractor shall locate, expose, and provide temporary support as needed for all existing underground facilities encountered during the work. Hand tools shall be used when locating and exposing underground utilities.
- C. The Contractor shall be solely responsible for damage done to any existing utilities, structures, or improvements, unless otherwise provided for on the Plans, in these Contract Documents, or by direction from the Engineer. Replacement and/or repair shall restore damaged improvements to their original (or better) condition. The Engineer shall be the sole judge of the adequacy of the restoration. Repairs to facilities performed by forces other than those of the Contractor shall be billed to the Contractor on a time and expenses basis plus twenty percent (20%).

- D. Traffic flow shall be maintained at all times during working hours unless otherwise specified on the Plans or in these Contract Documents. See "Section 01570: Traffic Regulations" for additional requirements and information.

1.09 Major Public Utilities Serving the Area of Work

Following is a list of the public utilities serving the area. The list indicates the name and telephone number of the responsible agency of the various utilities that should be notified if conflicts or emergencies arise during the progress of the work:

<u>Name of Utility</u>	<u>Address</u>	<u>Telephone No.</u>
USA Locating Service	N/A	800-227-2600
Pacific Gas & Electric Co.	2555 Myrtle Avenue Eureka, CA	800-743-5000
City of Eureka Water and Sewage System	531 K Street Eureka, CA	707-441-4192

1.10 Contractor's Sequence of Construction

- A. Contractor shall be responsible for coordination and appropriate scheduling to keep this project on task and on schedule. To that end, the following summary description of anticipated work effort is provided for bidding and construction purposes.
- B. The following schedules and plans shall be provided by the Contractor to the Engineer for review and approval at the Preconstruction Meeting:
 1. Preliminary Work Schedule
 2. Traffic Control Plan
 3. Plan for establishing temporary access, staging areas, recycled materials area, and required erosion control measures prior to starting work in affected areas of the project
 4. Contractor's Schedule of Values for all lump sum bid items
- C. In order to minimize the impact on existing facilities, it will be necessary to coordinate with HTA prior to performing certain parts of the construction work.
- D. Work on existing structures and facilities shall be performed on an agreed upon schedule, and in a manner that will permit HTA to operate continuously, unless otherwise approved by HTA.

1.11 Project Safety

- A. The Contractor shall submit to the project superintendent's emergency (24-hour) telephone numbers to HTA; and the City of Eureka Police/Fire Communications Center (707-441-4044) prior to starting work on the project, so contact may be made at all times in case of emergency.

- B. The Contractor shall be solely responsible for the safety of their work, including, but not limited to, the conditions of the project site and construction equipment and the safety of all persons involved in the work, the general public within the work area, and the surrounding private and public property. This requirement shall apply continuously, and shall not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor Occupational Safety and Health Act (OSHA), the California Occupational Safety and Health Act (Cal-OSHA), and all other applicable federal, state, county, and local laws, ordinances, and codes. Where any of these are in conflict, the more stringent requirement, as determined by the Engineer, shall be followed. The Contractor's failure to become thoroughly familiar with these safety provisions shall not relieve them from compliance with the obligations set forth under these provisions.
- C. The control of traffic during this project is crucial. The work area MUST be arranged such that pedestrian, bicycle, and automobile traffic may pass around the work area safely.
- D. The Contractor shall provide safety and first aid equipment at the job site as required by the applicable regulatory agency. In addition, all workers shall be familiar with the procedure for summoning emergency medical personnel to the project site, if an injury were to occur.
- E. If, during the course of the project, serious damage, injury, or death occurs, the Contractor shall notify the Engineer as soon as possible. The Contractor shall document, in writing, details of any incident involving property damage and/or personal injury that arise within the project area. This documentation shall include statements from all known witnesses, and shall be provided to the Engineer as soon as possible after any such incident.
- F. Claims made by any person against the Contractor or subcontractor as a result of an accident related to this project shall be reported as soon as possible to the Engineer.

1.12 Conduct of Contractors and Workers

- A. Whenever the Contractor, subcontractor, or workers come into contact with property owners or the general public at the job site, they shall conduct themselves in a courteous, professional, and non-abusive manner. If any subcontractor or person employed by the Contractor appears to the Engineer or HTA to be incompetent or to act in a disorderly or improper manner, that person shall be discharged immediately at the direction of the Engineer, and shall not be employed again on this project.
- B. HTA shall reserve the right to terminate this Contract if, in the opinion of the Engineer, the Contractor, subcontractor, or workers fail to comply with this requirement. If the Contract is terminated as a result of this provision, no compensation will be made for bid items that have not been satisfactorily completed.

1.13 Permit Requirements

A. General

All permits required for the Work, but have not been obtained by HTA or the Engineer, shall be obtained and paid for by the Contractor prior to commencement of any work. The Contractor shall file a copy of all permits with the Engineer, and shall comply with all performance requirements and restrictions imposed on their work by these permits, and the permits obtained by the Engineer.

B. Material Disposal

When any material is to be disposed of outside the project work area, the Contractor shall obtain both a written agreement between the property owner and the Contractor and a copy of the permit that allows material disposal at the subject site. The agreement shall grant the Contractor permission to use the private property as a disposal site, and shall absolve the HTA of all responsibility for consequences of such usage. The permit copy shall be obtained from the property owner, the Humboldt County Building Department, the City of Eureka Building Department, or other regulatory agency as appropriate. Both the agreement and permit shall be filed with the Engineer prior to the use of the property, and the Contractor shall obtain permission from the Engineer to dispose of the material at the proposed location designated in the agreement and on the permit before any material is disposed of on said property. A "Disposal Site Agreement" form is included in the Appendix A.

C. Encroachment Permit

Any work performed on this project within the City right-of-way will require that the Contractor obtain an encroachment permit. The Contractor shall be responsible for obtaining and paying for whatever costs are associated with obtaining said permit.

D. Coastal Development Permit

A local Coastal Development Permit (CDP) has been obtained by the Engineer, and a copy can be provided to the Contractor. Based upon the permit, the Contractor will need to determine if there are any special conditions required, which will affect their work or working hours.

E. Codes and Standards

1. The work of all trades shall conform to all applicable codes, laws, standards, regulations, etc., of the State of California, Humboldt County, and the City of Eureka. It is the intent that the Contractor shall comply with regulations of governmental agencies having jurisdiction over the work to be performed.
2. Contractor shall arrange and pay for all inspections by governmental agencies or mandated in this permit, and shall assume the cost of all corrective work required as a result of such inspections.
3. The City of Eureka is requiring that they approve the sidewalk survey prior to pouring sidewalk concrete. Contractor or Engineer to have instruments set up for City to review and approve elevations of the formwork. Notify City Engineering Department 48 hours in advance.

1.14 Backflow Prevention

If the Contractor wishes to use water from the City of Eureka water distribution system during the course of this project, they shall obtain permission from the City, and obtain and attach a double check valve at the point where they connect to the City water system (that is, at a hydrant, water service, blow-off, and so on). The double check valve shall be tested and certified by either a certified tester or the City of Eureka Public Works Department, or approved by the Engineer prior to use. The Contractor shall be responsible for the maintenance and protection of the double check valve.

1.15 Use of Fire Hydrants

- A. Arrangements for the use of water from fire hydrants (if desired) must be made with the City of Eureka Water Department prior to obtaining water from the hydrants. Contractor shall obtain and attach either an approved, fixed mechanical air-gap device or a double check valve, approved by the City of Eureka and the Engineer, to the fire hydrant PRIOR to its use (see Paragraph 1.14, above).
- B. Only special hydrant operating wrenches shall be used to open hydrants. Hydrants shall only be operated with the hydrant valve in the "full open" position. If any hydrant is damaged as a result of the Contractor's operation, the Contractor shall notify the Engineer immediately to allow for rapid damage repair. The Contractor shall pay all costs associated with said repair.

Fire hydrants used for temporary water service shall be maintained by the Contractor in a completely accessible condition available to the Fire Department at all times.

1.16 "Or Approved Equal" Provision

The Engineer shall be the sole judge of what materials or components are acceptable under the "Or Approved Equal" provision shown on the Plans and listed in these Special Provisions. Refer to "Section 01300: Submittals" and "Section 01410: Testing and Laboratory Services" for submittal, materials testing, and materials certification requirements of items submitted for review under this provision.

1.17 Specification References

Various sections of these Special Provisions refer to other sections that may not be present. If the Special Provision section referred to is not present, then this project does not include any work covered by the referenced section, and the Contractor may disregard that reference.

*****End of Section*****

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Section 01150

Measurement and Payment

Part 1. General

1.01 General

- A. Unless otherwise specified in other individual sections of these Special Provisions, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be considered as being the horizontal length as measured along the horizontal surface.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. Materials and unit price items of work that are to be paid for on a measurement basis in accordance with Part 2 of this section.

1.02 Lump Sum Price Breakdown

- A. Immediately after award of the Contract and prior to approval of initial payment request, the Contractor shall submit a cost breakdown list (Schedule of Values) to the Engineer for specific lump sum bid items. This list shall consist of the major components of work that make up the lump sum bid items and shall be used for determining progress pay estimates. The Contractor shall fill in the amounts for each component, prorating general costs, such as, setup, overhead, and profit in each component. The total of all components of each lump sum bid item shall equal the total of that lump sum bid item. If the amount indicated in the Contract for any item on the list appears unbalanced, it may be revised as deemed necessary by the Engineer, unless the Contractor can substantiate these costs.
- B. An item for cleanup shall be listed in the breakdown, in the amount of at least $\frac{1}{4}$ of 1 percent (0.25%) of the total bid item. If cleanup proceeds as the job progresses, then partial payments of these amounts will be made accordingly.

Part 2. Materials

2.01 General

All work shall be completed and installed in accordance with the Plans and Special Provisions, and as directed by the Engineer.

2.02 Measurement and Payment Items

Bid Item 1. Mobilization/Demobilization: Payment for mobilization shall be on the basis of a fixed lump sum bid price, and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary to establish and maintain a physical presence at the project site for the duration of the Work, including, but not limited to attendance at

periodic project meetings, compliance with applicable project reporting, invoicing, and progress payment processes, mobilization of equipment and materials, costs associated with acquiring additional work and staging areas as necessary, preparation of submittals, and demobilization. Two-thirds (67%) of the bid amount for this item shall be paid to the Contractor in the first progress payment. Upon completion of demobilization and project clean-up, satisfactory to the Engineer, one-third (33%) of the bid amount for this item shall be paid to the Contractor in the final progress payment.

Bid Item 2. Demolition, Traffic Control, and Construction Survey:

Payment for the Demolition, Traffic Control, and Construction Survey shall be on the basis of one (combined) lump sum bid price.

Demolition: Payment for the demolition shall be on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work associated with demolition and disposal of existing pavement; concrete and sidewalks; chain link fencing posts, gates, and electric controls; piping, fittings, and supports; and miscellaneous landscaping materials (including a tree). Work includes the full-depth saw-cutting of existing asphalt concrete and Portland cement concrete as required at the limits of demolition, excavation to sub-grade and compaction of the surface areas, and removal of material, breaking into manageable sized pieces, recycling and disposal, and cleanup and restoration, as shown on the Plans, as specified in these Special Provisions, as required by environmental compliance regulations, and as directed by the Engineer. Additionally, this item includes the relocation of the accounting shed and its electrical connections.

Traffic Control: Payment for traffic control shall be on the basis of the lump sum bid price, and shall be considered as full compensation for all labor, equipment and materials, and performance of all work required to provide traffic control required for the Work, including but not limited to preparation of an approved traffic control plan through submittal to the Engineer; coordination with City of Eureka Fire, Police, and Public Works Departments; notifications of affected property owners; and placement and maintenance of traffic control signs and devices, as directed by the City and the Engineer; and as specified in these Special Provisions.

Construction Survey: Payment for the construction survey shall be on the basis of the lump sum bid price, and shall be considered as full compensation for all material, labor, and equipment required to provide construction surveys based upon the Owner-provided control surveys. Work includes setting construction stakes that will allow for the proper finished grades for the new driveway and sidewalks as shown on the Plans and as specified in these Special Provisions. City to be called to verify driveway and sidewalk survey prior to pouring concrete for the ADA sidewalk.

Bid Item 3. Installation of Driveway, Sidewalks, Accessible Parking Pad, Curb and Gutter, and Landscaping: Payment for the construction of the driveway, sidewalks, accessible parking pad, curb and gutter, and landscaping shall be on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work required, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. This item includes pavement markings, curb stops, signage, and painting curbs red and replacing landscaping and signage that is removed or damaged during construction activities.

Bid Item 4. Installation of Footings for the AST and Canopy, and Construction of the Dispenser Islands: Payment for the installation of the footings and foundations for the AST, canopy, and the dispenser islands shall be on the basis of the lump sum bid price and shall be considered as full compensation for all materials, labor, equipment, and permits; and performance of all work required for constructing concrete slabs and retaining walls, and the engineered footings as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Contractor shall coordinate this task with HTA and the storage tank and canopy manufacturers. California licensed engineer to provide stamped footing design for the AST to the City for approval.

Bid Item 5. Installation of the Canopy: Payment for the purchase and installation of the canopy shall be on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work necessary for the construction of the canopy over the fueling islands as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Included in this item is the installation of the bollards around the dispenser islands, and for the protection around the canopy posts. The installation of the Canopy will require a crane; therefore, coordinate with HTA and the Engineer, and plan to have the crane on site for setting the AST and for constructing the canopy if possible. California licensed engineer to provide stamped calculations for the canopy and footing to the City for approval.

Bid Item 6. Installation of the AST, Pumps, and Appurtenances; and Installation of the Piping, Supports, Valves, and Electrical Connections: Payment for the installation of the AST (HTA to purchase AST), pumps, and appurtenances; and installation of the piping, supports, valves, and electrical connections shall be made on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work associated with this bid item, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Bid Item 7: Installation of the Fuel Dispensers, Curb Hoses, Hose Retractors, High Flow Nozzles and Appurtenances: Payment for installation of the fuel dispensers, curb hoses, hose retractors, high flow nozzles, and appurtenances shall be made on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work necessary to furnish and install the dispensing systems complete with approved shear valves and breakaway fittings as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Bid Item 8. Installation of the Chain Link Fencing, Double Rolling Gates, Gate Motors, Controls, and Electrical Connections: Payment for installation of the chain link fencing and posts, motorized gates, gate motors and controllers, and the electrical connections shall be made on the basis of the lump sum bid price and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary for performing the Work, and all incidental work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. The fencing section across the utility easement is required to have removable posts.

Bid Items 9. Install New Electrical Systems and Connect to Existing Electrical Systems and Controls: Payment for installing the electrical conduits and wiring, and connecting to the existing electrical systems shall be made on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work necessary to furnish and install a completely operating fueling and

fuel management system including controlling the pumps, dispensers, fuel management systems, leak detectors, alarms, electrically controlled valves, and the electronically controlled gate system as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Licensed electrician will need to provide a one-line diagram to the City for approval.

Bid Item 10. Clean-up and Disposal: Payment for clean-up and disposal shall be made on the basis of the lump sum bid price and shall be considered as full compensation for all labor, materials, equipment, and performance of all work necessary for clean-up of the project area as specified in these Special Provisions, and as directed by the Engineer.

*****End of Section*****

Section 01201

Preconstruction Meeting

Part 1. General

1.01 General

A. Notification

Following the award, the Engineer will notify the selected bidder of the time and date of a preconstruction meeting.

B. Location

A preconstruction meeting will be conducted at the HTA office (project location).

C. Attendance

The following are requested to attend:

1. HTA Representatives
2. Project Engineer
3. City of Eureka Representatives:
 - a. City Engineer
 - b. City Planner
 - c. City Public Works
4. Contractor Representatives:
 - a. Project Manager (Superintendent)
 - b. Major Subcontractors
 - c. Major Suppliers, if possible

D. Suggested Agenda

1. Communications and Routing
2. Discussion of the Contract Documents
3. Construction Schedule
4. Contractor Lump Sum Breakdown
5. Products and proposed alternatives (“or Approved Equal”).
6. Proposed changes, change orders, and submittals.

E. Discussion Items

1. Partial Design-Build Project
 - a. AST purchased by HTA, installed by Contractor
 - b. Footing design needs approval from City.
2. This is a Specialty Fueling System. Coordinate with HTA and supplier.
 - a. A licensed electrical contractor will need to provide a one-line diagram of the system, which will need approval from the City.

3. Canopy is a specialty item:
 - a. Design (including footings) must be stamped by a California licensed Professional Engineer.
4. A cultural resources monitoring and inadvertent discovery plan has been prepared for this project. Please contact SHN for approved plan.
5. A soils report has been completed for this project. Please contact SHN for the signed report.
6. City needs to verify the sidewalk survey grades for the formwork. Contractor to coordinate with the City to obtain approval prior to pouring sidewalk.
7. Chain link fence across SS utility easement shall have removable posts, as required by City.

*****End of Section*****

Section 01300

Submittals

Part 1. General

1.01 Related Work Described Elsewhere:

- A. Contractual requirement for submittals shall be in accordance with the General Provisions of the Contract.
- B. Individual submittals required shall be in accordance with the pertinent sections of these Special Provisions. Submittals for the canopy, dispensers, pumps, valves, piping, special fittings, supports, gates, motors, and controllers will be required.

Part 2. Products

2.01 Compliance

In order to meet compliance, the Contractor shall furnish the exact materials specified or materials selected by the Engineer based on these Special Provisions.

2.02 Shop Drawings

A. Quality

Shop drawings shall be prepared accurately to scale and sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, and assembly.

B. Type of Prints Required

- 1. The Contractor shall submit a minimum of five (5) copies of shop drawings or supplemental working drawings. Three (3) copies will be retained by the Engineer.
- 2. Distribution: HTA's representatives and Engineer will review the drawings, mark the drawings with appropriate notations, and return marked copies to the Contractor.

2.03 Manufacturer's Literature and Reports

- A. The Contractor shall submit a minimum of five (5) copies of manufacturer's literature for the Engineer's approval. Three (3) copies will be retained by the Engineer.
- B. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide

for positive and rapid identification in the field. Catalog data shall be submitted in an orderly bound form. Specific items shall be clearly marked. General catalogs or partial lists will not be accepted.

2.04 Samples

- A. The sample submitted shall be the exact article proposed to be furnished.
- B. Samples, color chips, finish styles, etc., shall be submitted in sufficient number as to provide the Engineer with alternate choices.

2.05 Substitutions

- A. The Contract is based on the materials, equipment, and methods described in the Plans and Special Provisions.
- B. Do not substitute materials, equipment, or methods unless such substitution has been specifically accepted for this Work by the Engineer. Refer to "Substitution of Material" in the General Conditions for additional requirements.
- C. Where the phrase "or equal" appears in the Plans and Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has specifically been submitted to and accepted for this Work by the Engineer.
- D. The Engineer will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution. When, in the sole opinion of the Engineer, the product is equal, or better, in all respects to the Engineer-specified items, it will be approved subject to Contract requirements and the Contractor's assumption of the responsibility for all extenuating circumstances.

Part 3. Execution

3.01 Submittal

- A. The Contractor shall thoroughly review drawings, prior to submittal, to ensure coordination with other parts of the Work. The Contractor's failure to do this will be cause for rejection.
- B. Detail drawings shall be submitted in related packages. All equipment or material details that are interdependent or are related in any way must be submitted indicating the complete installation. Submittals shall not be altered once accepted for construction. Revisions shall be clearly marked and dated. Major revisions must be resubmitted for review.

- C. Allow a minimum of 10 working days for the Engineer's review of submittal packages.
- D. Components or materials that require shop drawings and that arrive at the job site prior to review of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- E. Maintain at least one complete set of accepted shop drawings and brochures on the jobsite for reference during construction.
- F. The Owner will pay for the initial review of each submittal package. Subsequent reviews of the same submittal package(s), or sections therefrom, shall be paid for by the Contractor, at no charge to HTA. For bidding purposes, the Contractor shall expect to pay the cost of the cursory review for the Construction Management team to provide the Contractor with submittal acceptance criteria. At a minimum, the Contractor shall expect to pay \$300.00 for the cursory review. A cost to complete the acceptance criteria will depend upon the complexity of the submittal, and will be negotiated with the Contractor.

Situations that will initiate this charge condition to the Contractor include, but are not limited to the following:

1. Required submittals returned to Contractor for additional information in a category of amend and resubmit, or reject/resubmit
2. "Or equal" or "substitution" submittals, without the specific rationale and details for the "or equal" or "substitution" submittals and/or that are returned to the Contractor for additional information in a category of amend and resubmit, or reject/resubmit
3. Requests for Information (RFIs) that do not provide the specific information needed by the Engineer to answer the RFI appropriately, necessitating a request to the Contractor for additional information from the Engineer or Owner

3.02 Submittals Status

- A. After the Engineer reviews each submittal, the documents will be returned to the Contractor with the Engineer's review action. Possible Engineer's review actions are defined as follows:
 1. No Exception Taken. The Engineer has accepted the documentation subject to compatibility with possible later submittals or with additional documentation required to cover work requirements not covered in this submittal. This review action does not constitute approval of any variation in scope of work, which shall be formalized by separate correspondence.
 2. Make Corrections Noted. Meaning is the same as above for "No Exception Taken," except that the Contractor must resolve and correct minor inconsistencies and errors, as noted. Formal resubmittal for the Engineer's review is not required unless so specified.

3. Amend and Resubmit. The Engineer has not accepted the submitted material because of major inconsistencies, number of errors, or unauthorized departures from the Special Provisions. The Contractor must resolve and correct all matters before resubmittal to the Engineer for review.
4. Reject/Resubmit. The Engineer has not accepted the submitted material because the submittal documents show nonconformance with Contract Drawings and Special Provisions in major respect: technical, administrative, or both. The Engineer will not conduct a detailed review due to the nonconformance.

*****End of Section*****

Section 01410

Testing and Laboratory Services

Part 1. General

1.01 Quality Control for Compliance

All of the Work under this Contract must be fully tested in accordance with these Special Provisions. The Contractor shall furnish all labor and materials for the testing of all work that they have constructed or that they have modified; all such costs for labor and material shall be borne by the Contractor, unless otherwise directed in the Special Provisions.

1.02 Related Work Described Elsewhere

- A. Contractual requirements for testing:
 - 1. General Provisions
 - 2. Contract Provisions
- B. There may be individual tests required in accordance with the pertinent sections of these Special Provisions and the Contract Drawings.

1.03 Testing

- A. Testing necessary to provide Contract Document compliance of materials shall be the Contractor's responsibility.
- B. Subsequent testing, required as the Work progresses to ensure continued control of materials and compliance with all of the requirements of the Contract Documents, shall be the responsibility of the Contractor.

1.04 Materials to be Tested

Testing necessary to provide compliance with the requirements of the Special Provisions includes, but shall not be limited to the concrete footings for the AST and canopy, and for the concrete driveway. Compaction testing of the subgrade and fill will be provided by HTA; however, retesting will be paid for by the Contractor.

1.05 Services of a Testing Laboratory

It shall be the Contractor's responsibility to obtain and pay for the services of an approved laboratory to take all samples and perform all tests necessary for initial approval of materials and for subsequent testing for compliance. The Contractor shall furnish three (3) certified copies of the results of all tests to the Engineer. No material shall be placed without prior acceptance by the Engineer.

1.06 Measurement and Payment

No separate measurement or payment will be made for testing, including the cost of the services of a testing laboratory. The costs for this portion of the Work shall be considered incidental to, and included in, the payment(s) made for the applicable bid items in the Bid Schedule.

*****End of Section*****

Section 01510

Temporary Utilities/Facilities

Part 1. General

1.01 Description

- A. This section covers the work necessary to move in personnel and equipment necessary to prepare the work area for construction, and to move tanks and construct the systems and the canopy. Temporary facilities and controls required for this work include, but are not necessarily limited to:
 - 1. Temporary utilities (such as, water, electricity, and telephone)
 - 2. Sanitary facilities (B & B Portable)
- B. Related Work Described Elsewhere

General Requirements: General and Supplemental Conditions
Section 01010: Summary of Work
Section 02010: Site Conditions

1.02 Product Handling/Protection

- A. Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.
- B. Where Engineer-established survey points are damaged or moved by Contractor, Contractor shall re-establish points at no additional cost to HTA.

Part 2. Products

2.01 Utilities

A. General

Provide and pay all costs for temporary water, sanitary facilities, electricity, and telephone required for the performance of the Work.

B. Temporary Water

- 1. Arrangements for the use of water from fire hydrants must be made with the City of Eureka Water Department prior to obtaining water from the hydrants. Refer to "Section 01010: Summary of Work," for conditions and responsibilities of Contractor in obtaining temporary water.
- 2. Use only special hydrant operating wrenches to open hydrants and ensure that the hydrant valve is open "full," because "cracking" valves damages hydrants. If any hydrant is damaged as a result of the Contractor's operation, Contractor will be held responsible and shall notify the Engineer

so that all damage can be repaired as quickly as possible, at Contractor's sole expense. Maintain fire hydrants used for temporary water in a completely accessible condition available to the fire department at all times.

- C. Temporary Sanitary Facilities
 - 1. Make all arrangements and pay all costs for telephone sanitary facilities required during construction, and up to the time of the Engineer's final acceptance.
- D. Temporary Electricity
 - 1. Make all arrangements and pay all operating costs for electrical power, both temporary and permanent, used during construction, testing, and up to the time of the Engineer's final acceptance.
 - 2. Pay for all services associated with the temporary power.
- E. Temporary Telephone Service
 - 1. Make all arrangements and pay all operating costs for telephone service used during construction, testing, and up to the time of the Engineer's final acceptance.

2.02 Temporary Construction Management Field Office

- A. An onsite temporary field office will not be required.

2.03 Temporary Contractor Construction Staging and Construction Offices

- A. HTA can only provide a limited size area at the work site for use as temporary construction staging area. It shall be the Contractor's responsibility to determine the adequacy of the area made available by HTA.
- B. The Contractor shall not use the public right-of-way or public facilities for long-term staging or material storage. During the work day, the Contractor may use the work area for storage of project materials and equipment to be used during that day; however, at the end of the day, the work site shall be secured to prevent hazards to the public and HTA personnel.
- C. The Contractor's use of private property external to the easements or staging areas any purpose associated with this project will require a written agreement between the property owner and the Contractor. The agreement shall grant the Contractor permission to use the private property and shall absolve HTA of all responsibility for consequences of such usage. A copy of all such agreements shall be filed with the Engineer prior to the use of the property.

2.04 Sanitary Facilities

Furnish and install a temporary sanitary toilet for use of all workers; comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary conditions at all times.

2.05 Survey Control

The Contractor shall perform all construction surveys necessary to ensure construction is in accordance with the Plans. Three (3) survey control points shall be provided by HTA.

Part 3. Execution

3.01 Removal

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work; remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as the Engineer directs.

*****End of Section*****

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Section 01561

Site and Area Cleanup

Part 1. General

1.01 Description

- A. Related Requirements Specified Elsewhere
 - 1. These Special Provisions are in general agreement with permits issued by various governing authorities; however, the Contractor should check with the following agencies where facilities fall within their rights-of-way or jurisdiction.
 - a. City of Eureka, Engineering Department: 707-441-4194
 - 2. No Burning Allowed
 - 3. Section 01010: Summary of Work
 - 4. Section 02930: Erosion Control Measures
- B. Maintain the site and general area free from accumulations of waste, debris, dust, screws, and mud caused by Contractor's operations.
- C. At completion of work, remove all waste materials, tools, equipment, machinery, and surplus materials and clean all exposed surfaces; leave property clean and ready for occupancy; leave all rights-of-way in a condition equal to that at the beginning of work.

Part 2. Products

2.01 Materials

Water for cleanup can be made available, the Contractor to coordinate with HTA; however, if water from a hydrant is needed refer to "Section 01010: Summary of Work."

Part 3. Execution

3.01 During Construction

- A. Clean any affected buildings, grounds, streets, sidewalks, and public properties to ensure that they are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, wet down surfaces to lay down dust and prevent it from blowing to nearby businesses, residences, or public properties.
- C. The Contractor shall keep all streets and sidewalks, as well as adjacent private properties, clean and free of dust, mud, and debris resulting from Contractor's own operations. Conduct daily cleanup for the job's duration, but take extra cleanup

precautions before weekends and holidays. The Contractor's daily cleanup shall include, but not be limited to removing spoil along traveled ways—grading and vacuuming or sweeping surfaces initially where applicable. Conduct construction cleanup in accordance with the erosion control plan, which requires protection of the drainage inlets.

- D. All non-hazardous or uncontaminated waste materials, debris, and rubbish shall be disposed of at sites to be chosen by Contractor. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the Engineer. Contractor shall use the Disposal Site Agreement form in Appendix A. At the completion of work, a letter from each affected property owner will be required releasing the Contractor and HTA from future liability.

If the Contractor does not properly clean up (in the opinion of the Engineer), then HTA shall have the option of using outside equipment to perform the work and will withhold such cost from the Contract.

Also see Division 1 or the General Provisions for any withholding that may be retained when cleanup on the part of the Contractor is found to be lacking.

3.02 Cleaning

Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.

3.03 Final Cleaning

- A. Where earth moving, trenching, or piping operations are conducted, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery, and all surplus materials and clean all exposed surfaces leaving the entire project area clean and suitable for public use.

Remove all dust, mud, spoils, and construction debris from all roadways, ditches, shoulders, and private property (except fills or spoils placed on private property at property owner's written request).

- B. Contractor should especially note that prior to final paving, all areas where paving will be cut and matched (where overlay paving will be installed or where seal coats are involved) must be washed clean with no trace of dust or mud cakes remaining.

*****End of Section*****

Section 01570

Traffic Regulations

Part 1. General

1.01 Description

A. Work Included

Work covered in this section consists of all labor, materials, and equipment required to provide adequate traffic control and regulation through construction areas.

B. Related Work Described Elsewhere

Section 01010: Summary of Work

Section 01300: Submittals

Section 02010: Site Conditions

Section 02200: Earthwork

Section 02500: Base, Paving, and Surfacing

1.02 Quality Assurance

A. Qualification of Workers

Provide sufficient skilled workers and supervisors who are thoroughly familiar with traffic regulations, permits, and the materials and techniques specified, and who shall be present during execution of this portion of the Work.

B. Codes and Standards

1. "State Standard Specifications" shall mean State of California, Business and Transportation Agency, Department of Transportation (Caltrans) Standard Specification, latest edition.
2. Lights, flags, and other warning and safety devices for street and highway work shall conform to the requirements set forth in the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by Caltrans.
3. Contractor shall abide by all encroachment permits issued as a part of the Work.
4. In case of conflict between these Special Provisions and issued encroachment permits, the provisions of the encroachment permit shall govern.

1.03 Traffic Control Plan

The Contractor shall develop a traffic control plan, if requested by City of Eureka or HTA, indicating how construction will be sequenced and traffic will be handled during construction. The Engineer will review this plan for conformance to these Special Provisions and to ensure that adequate thought has gone into traffic handling.

1.04 Product Handling

Contractor shall not store any material or equipment where it will interfere with the free and safe passage of pedestrian and vehicle public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public.

Part 2. Products

2.01 Equipment

Contractor shall furnish, erect, and maintain, at Contractor's expense and without cost to HTA, such fences, barricades, lights and signs, and other devices as are necessary to prevent accidents or damage or injury to the public and HTA personnel. Contractor shall also furnish such flag people and guards as are necessary to warn traffic adequately of any dangerous condition(s) to be encountered. Equipment shall be furnished and kept clean and in good repair by the Contractor at Contractor's own expense.

Part 3. Execution

3.01 Traffic Control

A. Maintaining Traffic

1. Public traffic shall be maintained on public roadways adjacent to the Work, in accordance with the accepted traffic control plan.
2. Contractor shall expedite the passage of public traffic through and around the Work. The Contractor shall furnish and install signs, detours, lights, flares, and barricades; and if necessary, shall furnish flag people and other facilities for the convenience and direction of public traffic.
3. The cost of maintaining traffic, including conforming with the requirements stated herein and furnishing such signs, detours, lights, flares, barricades, flag people, and other facilities shall be considered as part of the contract price and no extra payment will be made therefore.

B. Public Convenience

1. Contractor shall conduct operations so that they offer the least possible obstruction and inconvenience to the public. Contractor shall have under construction at any one time, no greater amount of work than can be executed properly with due respect to the rights of the public. Contractor shall provide personal advance notice to each affected or parcel user informing them of impending work and estimated time of driveway closure, and provide ample time to remove vehicles.
2. Spillage resulting from hauling or ditch excavation operations along or across any public traveled way shall be removed daily at a minimum, and as necessary to ensure public safety.
3. Construction shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to

driveways, businesses, and buildings along the line of the Work shall be maintained; and temporary approaches to crossing or intersecting streets shall be provided and kept in good condition.

C. Public Safety

1. Whenever the Contractor's operations create a condition hazardous to the public, Contractor shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents or damage or injury to the public.
2. If the Contractor appears to be neglectful or negligent in furnishing warning and protective measures as above specified, the Engineer may direct attention to the existence of the hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at the Contractor's expense, without cost to HTA. If the Engineer points out any inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate Contractor's obligation to furnish and pay for these devices.

D. Detours

Detours are possible for the roadwork as provided in the approved traffic control plan. At the end of each working day, streets shall be opened to two-way traffic, unless written approval is provided by the City of Eureka. The Contractor shall give personal notice to all affected property owners as specified above.

E. Traffic Control

The Contractor will be required to comply with the approved traffic control plan. Before closing any street to through traffic, the Contractor shall obtain prior approval from the Engineer 14 days in advance of closure. Street closures and detours shall allow for access to public facilities and shall allow for passage of emergency vehicles.

F. Notices

Contractor shall expedite the passage of public traffic through and around the Work. The Contractor shall furnish and install signs, detours, lights, flares, barricades, "no parking notices," and shall furnish flag people and other facilities for the convenience and direction of public traffic.

*****End of Section*****

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Section 01700

Project Closeout

Part 1. General

1.01 Related Work Described Elsewhere

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and other sections of the General Requirements apply to this work as if specified in this section. Work related to this section is described throughout these Special Provisions.
- B. Prior to requesting final inspection, the Contractor shall ensure that the Project is complete in all aspects.

Part 2. Products

2.01 Warranty

- A. The Contractor warrants the equipment delivered under the Contract to be free from defects in design, material, and workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of one (1) year from the date of acceptance of the entire Project.
- B. The Contractor shall promptly repair or replace all defective or damaged items delivered under the Contract. The Contractor may elect to have any replaced item returned to the Contractor's plant at the Contractor's expense.
- C. In the event of equipment failure, during such time or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time. If the Contractor is not available, the Engineer will affect repairs. The Contractor shall then reimburse the Engineer for parts and labor necessary to correct deficiencies as defined within the warranty clause and time.

Part 3. Execution

3.01 Final Documents

- A. As-Built Drawings

After the completion of the Work and before requesting final inspection, the as-built drawings showing major changes shall be provided to the Engineer.

- B. Clean-Up
1. Final clean up and clean up during the course of the work is defined in the General Provisions. Those paragraphs are supplemented as follows:
 - a. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.
 - b. Site: Unless otherwise specifically directed by the Engineer, hose down all paved areas on the site and all public sidewalks directly adjacent to that site. Completely remove all resultant debris.
 - c. Timing: Schedule final cleaning as approved by the Engineer to enable the Engineer to occupy a completely clean Project.

*****End of Section*****