

GENERAL PROVISIONS

1.0 DESCRIPTION. All work shall be in accordance with these specifications, supplemental Stark County Metropolitan Sewer District specification items, detailed drawings, ODOT Construction and Material Specifications (CMS), generally recognized standard field practices/conditions and/or comply with the Engineer's directions. Omission of any work by the Contractor during the bidding of the project shall be corrected at the Contractor's expense. NO additional payments for omission of work shall be permitted. No additional payment to meet or exceed the specifications/requirements, recognized practices and field conditions or Engineer's directions shall be permitted.

Where any design or installation specification conflicts exist between specifications, the most stringent of the specification requirements shall take precedence and be the governing requirement, unless otherwise directed by the Engineer. The Contractor shall be responsible for the verification of all project dimensions, subsurface conditions and product conformance with these specifications.

The Contractor shall also furnish and apply calcium chloride to the surface of the trenches or trench topping, or other means necessary, as directed by the Engineer, for dust alleviation.

2.0 SUBMITTALS. The Contractor shall submit the following in accordance with the conditions of the Contract.

A. Reference Standards.

1. All referenced standards shall always default to the latest version, edition or year of publication. All such standards referencing a particular state, director or engineer within a particular agency, jurisdiction, or locale shall be understood within the context of these Contract Documents as meaning and the wording replaced by the Stark County Board of Commissioners as represented by the Sanitary Engineer located in Stark County, Ohio.
2. ASTM D98 for dust control.

B. Shop Drawings.

1. The Contractor shall provide one (1) electronic copy of all required material shop drawings.
2. All shop drawings shall be complete in details. For these general provisions herein, indicate the calcium chloride product to be utilized. The shop drawing submission shall also be complete with SDS sheets for said product as specified herein.
3. Manufacturer's catalog or general web-site information will not be sufficient to fulfill shop-drawing requirements.
4. All shop drawings submitted for review and approval shall be returned within 10 working days either approved or marked up for further design.

5. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such correction to the drawings as have been indicated and shall furnish the Engineer with electronic corrections.
6. If requested by the Engineer, the Contractor must furnish additional hard copies.

C. Calculations. This section is not applicable.

D. Certifications. This section is not applicable.

3.0 MATERIALS. Only materials approved by the Stark County Metropolitan Sewer District may be used for this project. All material specified and furnished on this project shall be new and unused unless otherwise specified and all workmanship shall be of the best of their respective kinds. Only qualified and skilled workmen/women shall be employed for all phases of this project

A. Material Handling.

1. The Contractor shall store all material and equipment in a neat, organized and safe fashion assuring that all hazards are avoided.
2. All material shall be stored as the manufacturer requires, but all should be stored to prevent direct contact with soil.
3. All products that arrive on site shall be packaged in original unopened packages.
4. All materials are to be kept dry at all times via temporary tarping or inside storage.
5. All materials, which are damaged and/or wet, will be rejected and returned for replacement at the contractor or manufacturer's expense.
6. All manufacturers' recommendations of storage pertaining to heat, cold, sunlight, flammability, etc., are to be utilized.
7. All materials, which arrive on site, are to be accompanied by their respective SDS sheets. Any material discovered on site without an SDS sheet will be removed from site immediately. The Contractor shall follow Ohio DOT Construction and Material Specifications Section 100 for material handling conditions that are not addressed here.

B. Safety Data Sheets (SDS).

1. All materials utilized on this project shall be accompanied with their appropriate SDS Sheets. Any materials found on site without an SDS sheet shall be removed from site immediately at the Contractor's expense.
2. The Contractor shall assure each product is supplied with three copies of SDS sheets as follows:
 - a. One copy shall remain on site with the product at all times.
 - b. One copy shall be given to and remain with the onsite Engineering inspector.
 - c. One copy shall be given to the Engineer for permanent record in the project file.

C. Field Office.

1. As part of mobilization, a field office meeting all requirements, including electrical service, in accordance with the Supplemental Specifications shall be provided.

4.0 EXECUTION.

A. Spill Protection Plan.

1. The Contractor shall provide a spill protection plan with his bid to assure all State and Federal regulations are met regarding unauthorized discharges of wastewater or waste water by-products.
2. The plan shall include
 - a. All training certification of all personnel.
 - b. A list of all spill protection equipment at site.
 - c. An action plan in the event a spill should occur indicating proper containment, cleanup, disposal and site restoration procedures.
 - d. A listing of all emergency response agencies and numbers.
3. Should a spill occur the contractor shall be responsible to notify the engineer, all regulating authorities (i.e. OEPA, Fire Department etc.) and clean up the spill, pay all penalties and/or fines at NO cost to the County, as part of this Contract.
4. Fuel or oil may not be stored in bulk containers within 200' of any water body or wetlands.

B. Installation.

1. Calcium chloride shall be applied when ordered at the rate of one (1) pound per square yard with an approved type spreader on the larger trenches. Hand spreading may be used when the width of cut pavement is less than the width of the spreader, or the trench is short.
2. The Contractor shall furnish all preparatory work and operations including but not limited to, tools, materials and labor necessary for movement of personnel and equipment to the job site and providing a field office. Mobilization shall also include all bonding and insurance per the contract conditions.
3. When the project does not include a pay item for mobilization, work described in previous sentence shall be performed but will not be paid for directly. It shall be considered a subsidiary obligation of the Contractor, payment for which is to be included in the various items of work in the project contract.

C. Demolition Debris.

1. Construction and demolition debris shall be disposed of in accordance with all State and Federal regulations.
2. Legally dispose of applicable debris at an EPA licensed construction and demolition debris (C&DD) site.

5.0 ELECTRICAL The Contractor shall comply with all electrical code, building department and utility company requirements in the installation of the service for the field office.

6.0 QUALITY ASSURANCE.

A. Testing. This section is not applicable.

B. Observation. SCMSD designated representative will visually observe the work performed. The representative will notify the Engineer of any discrepancies with the contract documents in the course of the Contractor performing the work. The progress observations by the SCMSD do not waive any rights or remedies, nor divest the Contractor of any responsibility for contract compliance or liability for damage(s).

C. Warranty. -All warranties, as specified by their respective SCSE Item Specification Section(s), shall commence upon the date of Substantial Completion.

All payments for warranty shall be made as part of their specific SCSE Item Specification. There shall be NO separate pay item or payment made for warranties.

7.0 MEASUREMENT. Method of measurement for all work completed shall correspond to pertinent Item Specifications except for:

A. Mobilization Measurement and Payment. Payments for mobilization shall be in accordance with the following:

Total Contract Amount		Maximum Total of Partial Payments
More than	Up to, inclusive	
\$0.00	\$200,000.00	\$4,000.00
\$200,000.00	\$500,000.00	\$10,000.00
\$500,000.00	\$1,000,000.00	\$20,000.00
\$1,000,000.00	\$2,000,000.00	\$40,000.00
\$2,000,000.00	\$5,000,000.00	\$100,000.00
\$5,000,000.00	-	\$200,000.00

8.0 PAYMENT. Payment for dust control shall be in accordance with this specification and included with respective bid item pricing incorporated into projects. Mobilization will be paid based on the contract price and schedule provided in Section 7.0. However, when the proposal does not include a pay item for mobilization, the work described in this section shall be performed but will not be paid for directly but shall be considered as a subsidiary obligation of the Contractor, payment for which is included in the various items of work in the contract.

A. Conditions and Schedule for Mobilization Payments.

1. One half of the mobilization payment may be applied for once:
 - a. The project field office has been installed and approved by the SCMSD; installation and approval must take place within 21 days from the Notice to Proceed.
 - b. Pre-construction video recordings (if applicable – Item 59) have been completed, submitted for review, and accepted by Stark County Metropolitan Sewer District.
2. The second half of mobilization will be released with the first regular estimate after ten percent of the contract, including payments for stored materials, is earned.
3. The pricing stipulated for the provision of all labor, equipment, and materials necessary for mobilization as specified above shall be as follows:

<u>Item</u>	<u>Unit</u>	<u>Description</u>
MOB	LS	Mobilization

END OF SECTION