

**Special Provisions to the
City of Cheyenne and Board of Public Utilities**

***Construction Specifications
and Standard Drawings***

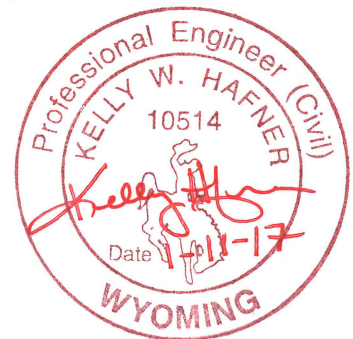
2014 Edition

**LARAMIE COUNTY COMMUNITY COLLEGE
ARENA WATER MAIN
RECONSTRUCTION**

**Prepared for:
LARAMIE COUNTY COMMUNITY COLLEGE**

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GENERAL PROVISIONS

The standard specifications governing this project shall be the City of Cheyenne and Board of Public Utilities *Construction Standards and Specifications*, 2014 Edition with all current amendments, and any amendments at the time of the contract. It is the Contractor's responsibility to keep himself current regarding the specifications and amendments.

Where these Special Provisions are in conflict with the Plans and Supplemental Documents, the Standard Plans, or the *Construction Standards and Specifications*, these Special Provisions shall govern.

The term Owner or Developer, as used in these Special Provisions, shall mean Laramie County Community College, or an authorized representative.

The term Engineer, as used in these Special Provisions, shall mean BenchMark Engineers, P.C., or an authorized representative.

The term County, as used in these Special Provisions, shall mean Laramie County, or an authorized representative or as outlined in the contract documents.

Bidding quantities, measurement, and payment for this phase of the project is outlined in other portions of the contract documents. General alterations to the specifications shall include the following for all sections of the City of Cheyenne and Board of Public Utilities *Construction Specifications and Standard Drawings*, 2014 Edition:

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SECTION 01005 ABBREVIATIONS AND DEFINITIONS

2.01 ABBREVIATIONS

Replace the description of CITY, “City of Cheyenne” with “Owner”

SECTION 01010 SUMMARY OF WORK

Delete Sections I.01 A and G of this Section

Add the following to Subsection I.01 of this Section:

- I. General: The project name is: The Laramie County Community College Arena Water Main Reconstruction as shown the Contract Design Plans prepared by BenchMark Engineers, P.C.
- J. The work included under this contract consists of furnishing all labor, operations, materials, accessories, equipment, and incidentals indicated, specified, mentioned, scheduled, or implied on the Contract Documents for the work of each pay item in its entirety. The Contractor shall obtain and pay all costs incurred for permits, fees, insurance, sales taxes, and other taxes incidental to the contract even if not specifically addressed in these contract documents.
- K. Omissions from the drawings or specifications of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such details of the work.
- L. The general scope of work is as follows:

The scope of work includes replacement of an existing 6-inch water main with approximately 1,900 lineal feet of new 8-inch water main around the LCCC Arena building on the Cheyenne campus. Additional items of work include reconnection to existing fire hydrants and service lines. Restoration for the disturbed areas (asphalt pathing, gravel roads, and landscape areas) is required. The project schedule requires substantial completion by June 30, 2017.

Add the following to Part I of this Section:

I.02 CONTRACTOR USE OF PREMISES

- A. The Contractor shall limit his use of the premises to the work indicated and confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall not unreasonably encumber the site with materials or equipment and confine stockpiling of materials to the areas designated by the Owner and Engineer. At minimum, one vehicular access shall be maintained for the parking lots to the west and east side of the Arena building and the gravel drive horse arena-livestock pens to the east of the Arena building at all times or unless authorized by the owner.

I.03 OWNER USE OF PREMISES

- A. The Owner, their representative, their contractor, or others may require access through the project area at times during the construction period. The Contractor shall coordinate the work schedule with the Owner's representative and make reasonable adjustments to the schedule to permit required access.

I.04 RIGHT-OF-WAY, WORK AND STAGING AREA

- A. The Contractor may utilize the area under control of the OWNER. The Contractor shall minimize the area utilized outside the area of work used for livestock, parking, and frequent school functions. Coordinate staging area needs with the owner as necessary. The Contractor shall coordinate all required road closures with the owner.
- B. The Contractor shall provide and maintain portable restroom facilities for the duration of working days on the project.

I.05 TESTING

- A. The Contractor shall employ an independent testing laboratory (approved by the Owner), staffed with a licensed professional engineer to perform all testing as outlined in these Special Provisions and the *City of Cheyenne and Board of Public Utilities Construction Specifications and Standard Drawings, 2014 Edition*. A digital copy of all testing results shall be submitted to the Owner and Engineer within 24 hours of receipt by the Contractor.

I.06 SURVEYING AND CONSTRUCTION STAKING

- A. The Contractor shall provide construction surveying for new utilities and surfacing and provide temporary elevation benchmarks for use for verification of work. Construction staking shall be coordinated with surveyor and engineer to verify the control used and locations of known control points and GPS.

The Contractor shall be responsible for construction surveying and staking of line and grade. Prior to installation, the contractor shall request Engineer's review to verify if installation is following the intent of the contract design plans.

I.07 CLEAN-UP AND SITE RESTORATION

- A. Except as otherwise called out in the Contract Design Plans, the Contractor shall restore to pre-existing conditions all facilities, land, utilities, and improvements disturbed by the Contractor's operations.
- B. All residual material in concrete washout area(s) and waste concrete shall be removed and properly disposed of by the Contractor.

- C. Erosion Control devices no longer required for stabilization of the site shall be removed by the contractor as determined at the time of a final walk-thru.
- D. Penalties or fines imposed on the jobsite due to improper storage, disposal, or discharge from the work site shall be paid by the Contractor at no cost to the Owner.

I.08 REMOVED OR DEMOLISHED MATERIALS

- A. The Contractor shall remove and properly recycle from the site all demolished or removed materials at his expense. Unless otherwise specified, all removed materials or items shall become the property of the Contractor.

I.09 MAINTENANCE OF THE WORK DURING CONSTRUCTION

- A. The Contractor shall maintain the roadways and accesses within the project limits of this contract during construction and until the contractor's portion of the project has been accepted by the Owner.
- B. This maintenance shall consist of continuous and effective work prosecuted daily, with adequate equipment and forces, so that the roadways and pedestrian accesses within the project limits of this contract are kept in satisfactory condition at all times. All cost of maintenance work during construction, and before the project is accepted, shall be included in the unit prices bid on various pay items, and the Contractor will not receive additional payment for this work.
- C. If the work is not maintained in accordance with this section, the Engineer will immediately notify the Contractor. If the unsatisfactory maintenance is not corrected within six (6) hours after the receipt of the notice, the Owner / Engineer may immediately proceed to maintain the project, and deduct the entire cost of this maintenance from monies due the Contractor.

SECTION 01041 PROJECT COORDINATION

Add the following to Subsection 1.04 of this Section:

- C. Coordination of preconstruction meetings with the Owner and the Design Engineer shall be the responsibility of the Contractor.
- D. The Engineer shall outline the location and basis of control points used for the project. The contractor shall provide surveying and staking of line and grade required to complete the project. The project shall be laid out horizontally from dimensions and coordinates given on the plans.
- E. The Contractor shall provide and maintain a quality control system that will provide a reasonable assurance that all materials and construction submitted for acceptance conforms to the contract requirements whether manufactured or processed by the Contractor or procured from subcontractors or vendors. Although guidelines are established and certain requirements are specified herein, the Contractor shall assume full responsibility for accomplishing quality control.
- F. The Contractor shall notify the Engineer at least 24 hours prior to commencement of the work or before any major phases of the work. At least once per two week period, the Contractor shall meet and discuss with the Engineer and Owner, the schedule of work for the following week/weeks. The Contractor shall notify the Engineer and Owner of any substantive changes to the schedule as soon as possible.
- G. Due to operations and school functions, the Owner reserves the right to adjust the contractor scheduled shutdowns or installations. Contractor scheduling shall be closely coordinated with the Owner with a minimum 21 days of prior agreed upon scheduling of shutdowns and access closures.

Add the following to this Section:

I.06 MOBILIZATION

- A. The work shall consist of the mobilization of the Contractor's forces and equipment necessary for performing the work required under the contract. Mobilization shall include transportation of personnel, equipment and operating supplies to the site; establishment of office, buildings, or other necessary facilities at the site; and other site preparatory work.
- B. Mobilization shall include any demobilization for weather shut-downs or remobilization following weather shut-downs.

I.07 JOB OFFICES AND STAGING AREA

- A. The Contractor and Subcontractors may maintain such office and storage facilities on the site as necessary for the project. These sites shall be located so as to cause no

interference to any Work to be performed on the site, adjacent businesses and properties or to vehicular traffic. The Owner and the Engineer shall be consulted with regard to locations. The Contractor shall verify potential locations with the Owner and Engineer prior to bidding. The Contractor is cautioned that locations selected after the bid opening may not be acceptable.

4.01 METHOD OF MEASUREMENT

- A. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule.
- B. Mobilization will be measured as the complete series of setups required to complete the contract.
- C. Any required insurance, bid bonds, performance and payment bonds, permit fees and other fees required by the scope of work included in the contract documents shall be measured lump sum.

4.02 BASIS OF PAYMENT

- A. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the various other contract items and no additional compensation shall be allowed.
- B. Mobilization will be paid for at the contract Lump Sum price. No adjustment to the contract price for Mobilization will be allowed unless authorized by the Engineer. Payment shall be made with a monthly estimate based on the percentage of the original contract amount earned in accordance with the following table:

Percentage of Original Contract Amount Earned	Percentage of Lump Sum Price for Mobilization
First Pay Request	25
50	75
75	90
100	100

- C. Payment for bonds, insurance, and fees will be paid for at the contract Lump Sum price. No adjustment to the contract price for these items will be allowed unless authorized by the Engineer. Payment shall be in accordance with the following table:

Percentage of Original Contract Amount Earned	Percentage of Lump Sum Price for Mobilization
First Pay Request	90

- D. All items under this section are subject to a ten percent (10%) retainage and deducts for survey restaking that will be withheld until final payment.

SECTION 01050 TRAFFIC CONTROL

Add the following to Subsection 1.01 of this Section:

- B. In this Section, City Traffic Department shall mean Laramie County when applicable to public County roads or WyDOT for state controlled highways.
- C. The Contractor shall cooperate and coordinate with the various parties involved in the delivery of mail and the collection and removal of solid waste to maintain any need for these services.

Delete Part 4 of this Section and replace with the following:

4.01 METHOD OF MEASUREMENT

- A. Traffic Control will be measured as the complete series of setups required to complete the contract.

4.02 BASIS OF PAYMENT

- A. Traffic Control will be paid for at the contract Lump Sum price. No adjustment to the contract price for Traffic Control will be allowed unless authorized by the Engineer. Payment shall be made with the monthly estimate based on the percentage of the original contract amount earned in accordance with the following table:

Percentage of Original Contract Amount Earned	Percentage of Lump Sum Price for Traffic Control
First Pay Request (after Traffic Control is setup)	25
50	75
75	90
100	100

Notes: Traffic Control is subject to the ten percent (10%) retainage that will be withheld until final payment.

Pay Item
Traffic Control

Pay Unit
LS

SECTION 01340 SUBMITTALS

Delete Subsection 1.01, B of this Section and replace with the following:

- B. Provide the numbers and types of submittals listed in the individual specification sections of at a minimum as required by this Special Provision.

Add the following Subsections to this Section:

I.02 IDENTIFICATION OF SUBMITTALS

- A. Complete, sign, date, and transmit with each Submittal Package, one standard transmittal form.
- B. Identify each Submittal with the following numbering and tracking system:
 - 1. Sequentially number each Submittal.
 - 2. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
- C. Show project title, Owner's contract identification and contract identification number.
- D. Identify and indicate all deviations or variations from the Contract Documents.

I.03 ENGINEER'S REVIEW

Engineer will act upon the CONTRACTOR's Submittals and Resubmittals within seven (7) working days after receipt, respond to CONTRACTOR, unless otherwise specified.

I.04 SCHEDULE DELAYS

- A. No adjustment of Contract Times or Price will be allowed due to ENGINEER's review of Submittals, unless all of the following criteria are met:
 - I. CONTRACTOR has notified ENGINEER in writing that timely review of Submittal in question is critical to the progress of Work, and has received ENGINEER's written acceptance to reflect such on current accepted submissions and progress schedule. Written agreement by the ENGINEER to reduce Submittal review time will be made only for unusual and CONTRACTOR-justified reasons. Acceptance of a progress schedule containing Submittal review times less than specified or less than agreed to in writing by ENGINEER will not constitute ENGINEER's acceptance of the review times.

2. ENGINEER has failed to review and return first submission of a Submittal within agreed time indicated on current accepted schedule of submissions, or, if no time is indicated thereon, within 30 days of receipt.
 3. CONTRACTOR demonstrates that delay in progress of Work is directly attributed to ENGINEER's failure to return Submittal within time indicated and accepted by ENGINEER.
- B. No adjustment of Contract Times of Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of Submittals, including multiple resubmissions.

I.05 SHOP DRAWINGS AND PRODUCT DATA

- A. Shop Drawings and Product Data: Submit one (1) digital (PDF). The ENGINEER will review, mark as appropriate and return one copy to the CONTRACTOR with indication that the submittal is accepted, accepted as noted, disapproved or incomplete.
- B. Identify pertinent drawing sheet(s) and detail numbers, products, units, and assemblies, and system equipment identification or tag numbers.
- C. Provide design data as required to clearly show calculations, dimensions, logic assumptions, and referenced standards upon which design is based.
- D. Clearly present, with sufficient detail to show kind, size, arrangement, and function of components, material and devices and compliance with Contract Documents.
- E. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorages and supports required.
- F. Manufacturer's standard schematic drawings and diagrams as follows:
 1. Modify to delete information that is not applicable to Work.
 2. Supplement standard information to provide information specifically applicable to Work.

I.06 SAMPLES

- A. Where samples are requested, submit two samples to indicate range of color, finish, texture, etc.
- B. Samples will not be returned.

- A. Where CONTRACTOR specified field or lab tests are required, provide one (1) digital (PDF) copies of the following:
1. Date of test, date issued, Project title and number, testing laboratory name, address and telephone number, and name and signature of laboratory inspector.
 2. Date and time of sampling or inspection and record of temperature and weather conditions.
 3. Identification of product and specification section, location of sample, test or inspection in the project, type of test or inspection with referenced standard or code, certified results of test.
 4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
 5. When requested by ENGINEER, provide and interpretation of test results.
- B. ENGINEER will review, mark as appropriate and return one copy to the CONTRACTOR with indication that the submittal is accepted, accepted as noted, disapproved or incomplete.

I.09 CONTRACT CLOSEOUT SUBMITTALS

- A. As required by Section 01700.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. No separate measurement will be made for items under this section. Full compensation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allow therefor.

4.02 BASIS OF PAYMENT

- A. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the various other contract items and no additional compensation shall be allowed.

SECTION 02220 TRENCH EXCAVATION

4.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. When continuous pumping dewatering for groundwater is deemed necessary with concurrence between the contractor, owner, and engineer for safety and the installation of the new pipelines utility trenching and excavation activities, dewatering operations shall be measured per 24-hour day of operation or closest 12 hour fraction hereof. Pumping times shall be logged by the Contractor to the closest 12 hour of operation and returned with pay request for this item. Required DEQ discharge permits shall be included for this item. Any minor items of labor, materials not specifically noted in this Special Provision or in the Contract Design Plans, which are necessary for the proper completion of the work described, will be considered incidental and are to be included in the contract.
- B. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule.

4.02 BASIS OF PAYMENT

- A. Dewatering operations for trenching and excavation activities due to groundwater shall be paid for per fraction of day to the nearest half day of recorded pumping operations.

<u>Pay Item</u>	<u>Pay Unit</u>
Trench Dewatering	Day

Notes: Trench Dewatering is subject to the ten percent (10%) retainage that will be withheld until final payment.

- B. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the other various contract items and no additional compensation shall be allowed.
- C. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.

SECTION 02225 TRENCH BACKFILL

Delete Part 4 of this Section and replace with the following:

4.01 METHOD OF MEASUREMENT

- A. Quantity control, moisture, density, and compaction testing, as required in this section shall be separated out for measurement. Quality Control Testing-Trenching and Excavation will be measured Lump Sum including all testing required by these Special Provisions or in Section 02225 of the Standard Specifications. Any minor items of labor, materials not specifically noted in this Special Provision or in the Contract Design Plans, which are necessary for the proper completion of the work described, will be considered incidental and are to be included in the contract.
- B. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule including but not limited to Type I Bedding Material.

4.02 BASIS OF PAYMENT

- A. Payment for Quality Control Testing-Trenching and Excavation shall be paid based on a percentage of the original lump sum price for Quality Control Testing -Trenching and Excavation. The percentage shall be based on the number of tests received and accepted by the ENGINEER to the total number of required tests under subsection 3.03 Testing (rounded to nearest percentage). Receipt by the Engineer, of legible digital copy of official testing results is required prior to submitting for payment. Unreadable or poor quality scans shall not be accepted. No additional compensation shall be made for retesting of items failing to meet specifications unless authorized by the Engineer. Retainage shall be withheld until the total number of tests received and accepted meets the total number of tests required under this section.
- B. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the other various contract items and no additional compensation shall be allowed.
- C. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.

SECTION 02231 AGGREGATE SUBBASE AND BASE COURSE

Delete Part 4 of this Section and replace with the following:

4.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Quantity control, moisture, density, and compaction testing, as required in this section shall be separated out for measurement. Quality Control Testing-Base Course will be measured per Lump Sum and include all testing required by these Special Provisions or in Section 02231 of the Standard Specifications. Any minor items of labor, materials not specifically noted in this Special Provision or in the Contract Design Plans, which are necessary for the proper completion of the work described, will be considered incidental and are to be included in the contract.
- B. Measurement for payment for Crushed Base Course of the grading and depth specified shall be made per square yard. Any minor items of labor, haul, or materials not specifically noted in this Special Provision or in the Contract Design Plans which is necessary for the proper completion of the work described will be considered incidental and are to be included in the contract.
- C. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule.

4.02 BASIS OF PAYMENT

- A. Payment for Quality Control Testing - Base Course shall be paid based on a percentage of the original lump sum price for Quality Control Testing - Base Course. The payment percentage shall be the ratio of the number of tests received and accepted by the ENGINEER to the total number of required tests under subsection 3.03 Shaping, Compaction, and Testing (rounded to nearest percentage). Receipt by the Engineer, of legible digital copy of official testing results is required prior to submitting for payment. Unreadable or poor quality scan copies shall not be accepted. No additional compensation shall be made for retesting of items failing to meet specifications unless authorized by the Engineer. Retainage shall be withheld until the total number of tests received and accepted meets the total number of tests required under this section.
- B. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.
- C. The accepted quantities of Crushed Base Course of the gradation and limits specified will be paid per square yard, complete and accepted in-place at the contract unit price. No additional payment will be allowed, unless otherwise authorized by the Engineer.
- D. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the various other contract items and no additional compensation shall be allowed.

- E. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Quality Control Testing - Crushed Base	LS
Crushed Base Grading 'W' (Thickness)	SY

SECTION 02570 ADJUSTING STREET FIXTURES

4.01 METHOD OF MEASUREMENT

Add the following to Section 4.01:

- D. Work shall include all time and materials involved in the adjustment of water valves boxes, and associated appurtenances. Measurement shall separate for valve boxes requiring a surface concrete collar and boxes adjusted below grade in gravel roads. Information has been provided on the Contract Construction Documents to clarify the applicability based on location. The pay unit for this item shall be per each type of adjustment.

PART 4 METHOD OF MEASUREMENT BASIS OF PAYMENT

4.02 METHOD OF PAYMENT

Add the following to PART B:

<u>Pay Item</u>	<u>Pay Unit</u>
Water Valve Box Adjustment (Concrete Collar)	EA
Water Valve Box Adjustment (No Concrete Collar)	EA

- D. Full compensation for items not specifically separated for payment under this section or shown on the project Bid Schedule shall be considered as included in the prices paid for the various other contract items and no additional compensation shall be allowed.

SECTION 03330 CONCRETE CURBS AND COMBINED CURBS AND GUTTER

Replace Part 4 with the following:

PART 4 METHOD OF MEASUREMENT BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Measurement for Restore Concrete Curb and Gutter shall be lump sum for the area disturbed by construction activities. Replacement sections shall match existing or as otherwise approved by the Owner or Engineer. Restore Curb and Gutter Sections shall include a min. of 4-inch crushed base course included in the lump sum. Any minor items of labor, haul, or materials not specifically noted in this Special Provision or in the Contract Design Plans which is necessary for the proper completion of the work described will be considered incidental and are to be included in the contract.
- E. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule.

Delete Section 4.02 and replace with the following:

4.02 BASIS OF PAYMENT

- A. The accepted quantities of Restore Concrete Curb and Gutter shall will be paid at the original contract unit price, completed and accepted in-place as one unit. No additional compensation will be allowed, unless otherwise authorized by the Engineer.
- B. Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Restore Concrete Curb and Gutter	LS
- C. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.

SECTION 02900 LANDSCAPING

PART 4 METHOD OF MEASUREMENT BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

Add the following to Section 4.01:

- C. Measurement of quantities of Reseed - Dryland Seed Mix shall be made per square yard at the application rates and quantities specified including fertilizer, tack, mulch etc. Quantities shall be rounded to the nearest SY. Any minor items of labor, haul, or materials not specifically noted in this Special Provision or in the Contract Design Plans which is necessary for the proper completion of the work described will be considered incidental and are to be included in the contract.
- D. Measurement of quantities of restore Landscape Rock Mulch shall be a lump sum for the area disturbed. Rock mulch restoration shall either be from stockpile of existing aggregate or replacement mulch to match existing mulch. A new weed barrier shall be installed with the replacement mulch. Any minor items of labor, haul, or materials not specifically noted in this Special Provision or in the Contract Design Plans which is necessary for the proper completion of the work described will be considered incidental and are to be included in the contract.
- E. No separate measurement shall be allowed for other items not specifically defined under this section or shown on the contract Bid Schedule.

Delete Section 4.02 and replace with the following:

4.02 BASIS OF PAYMENT

- B. The accepted quantities of Reseed - Dryland Seed Mix of the quantity and rates specified will be paid at the original contract unit price, completed and accepted in-place. No additional compensation will be allowed, unless otherwise authorized by the Engineer.

- B. Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Reseeding and Mulch - Dryland Seed Mix	SY
Restore Landscape Rock Mulch	LS

- C. All items under this section are subject to a ten percent (10%) retainage that will be withheld until final payment.

SECTION 04000 FORCE ACCOUNT (Added Section)

PART I GENERAL

I.01 EXTRA AND FORCE ACCOUNT WORK

1. New, unforeseen, or other defined work in these Special Provisions shall be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices. The Contractor shall perform unforeseen or Owner directed subsidiary work, for which there is not a price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work will require an approved extra work order; and shall be performed in accordance with the specifications and as directed and will be paid for as provided herein.

2. Extra Work performed in accordance with the requirements of the Supplementary General Conditions will be paid for in accordance with one or more of the following methods.

A. Contract unit bid prices, providing that the unit bid prices are representative of the work being performed,

B. Approved rental rates,

C. Lump Sum, as stipulated in the order authorizing the work.

D. The Owner may require the Contractor to do such work on a force account basis, and the Contractor shall be reimbursed as follows.

I.02 SUBMITTALS

1. The Engineer will provide the Contractor and Owner with a detailed description of the work proposed. Authorized approved signatures will be required on the document by the Contractor, Owner, and Engineer prior to any work being done.

2. Material submittals are required for replacement irrigation equipment prior to ordering or installation.

PART 2 REIMBURSEMENTS TO CONTRACTOR

2.01 LABOR

1. For all laborers and foremen in direct charge of the specific operations, the Contractor shall receive the actual cost of wages paid by him, but at rate not to exceed those for comparable labor currently employed on the work, for each and every hour that said laborers and foremen are actually engaged in such work.

2. An amount equal to twenty percent (20%) of the sum of the above items will also be paid to the Contractor to cover overhead, property damage, liability insurance, Worker=s Compensation Insurance

premiums, Unemployment Insurance contributions, and Social Security taxes.

In addition to the above payments, the Contractor shall receive the actual costs paid to or on behalf of workers by reason of subsistence and travel allowances, health or welfare benefits, pension fund benefits, or other bona fide benefits, when such amounts are required by collective bargaining agreement or are legitimate fringe benefits applicable to the classes of labor employed on the project.

2.02 MATERIAL

A. For materials accepted by the Engineer and the Owner and incorporated into the work, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added. The 15% addition will not apply to materials furnished under Specialized Work.

2.03 EQUIPMENT

A. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer and Owner, the Contractor shall receive payment in accordance with the latest approved schedule of Equipment Rental Rates or the Wyoming State Highway Commission. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be agreed upon in writing before the work is started.

B. Rental of equipment will be measured by time, in hours of actual working time, and necessary traveling time of the equipment within the limits of the project. If special equipment has been ordered by the Engineer and Owner, and is to be used in connection with force account work, travel time to the project will be measured for payment.

C. Payment will be based on the number of hours as outlined above.

D. Standby time will be paid only on equipment ordered, brought to the job site, and/or ordered and held on the job by the Engineer or Owner. Equipment already on the project to complete regular contract items will not be considered for payment on standby time.

2.04 MISCELLANEOUS

A. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided, including tool, machine, or storage buildings.

2.05 COMPENSATION

A. The Contractor's representative and the Engineer shall compare record of the cost of the work done as ordered on a force account basis.

2.06 STATEMENTS

A. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the costs of such force account work detailed as follows:

1. Date, daily hours, total hours, rate, and extension for each classification of laborers and foremen.
2. Date, daily hours, total hours, rental rate, and extension for each code designation unit of machinery and equipment.
3. Quantities of materials, prices, and extensions.
4. Transportation of materials.

A. Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work, but are taken from the Contractor's stock in lieu of the invoices, the Contractor shall furnish a certified correct statement that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

2.07 SUBCONTRACTORS

B. When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach an agreement with such other forces as to the distribution of the payment made by the Owner for such work. Therefore, no additional payment will be made by the Owner by reason of the performance of the work by a subcontractor or other forces.