



# **SECTION E**

## **SPECIAL CONDITIONS**

### **GLEN HELEN REGIONAL PARK MONUMENT PROJECT**

**FOR**

**GLEN HELEN REGIONAL PARK  
SAN BERNARDINO, CALIFORNIA**

**PROJECT NO.'s: 1012115**

**SPECIAL CONDITIONS**

**MACKAY PARK RESTROOM RENOVATION PROJECT**

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**SPECIAL CONDITIONS FOR  
GLEN HELEN MONUMENT PROJECT**

**1. THE REQUIREMENT**

The general description below is given to indicate the approximate scope of this project only. It does not limit the work required under the project specifications.

The work includes, but is not limited to, providing all necessary labor, equipment, materials and tools to satisfactorily perform the work that includes removal and re-installation of existing signage, relocation of existing water line and appurtenances, and installation of entrance monument and overhead signage as specified in the Specifications.

Contractor shall comply with all applicable laws, regulations, instructions, and commercial practices in accordance with these Specifications.

**2. LOCATION OF CONTRACT WORK SITE**

The contract work site is located at **2555 Glen Helen Pkwy, San Bernardino, California.**

**3. TIME COMPLETION AND LIQUIDATED DAMAGES**

All work (including testing, submittal of all as-built record drawings, and final cleanup) shall be completed within **210 calendar days** after the "Notice to Proceed" is issued by the Department of Public Works - Special Districts (Department). In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the bid proposal, the Contractor shall forfeit to the County a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$3,200** per calendar day in excess of the Contract calendar days.

**4. WORKING SPACE**

The Contractor shall limit his work activities, including the temporary storage of materials and excavated dirt inside any Owner's rights-of-way and temporary construction easements. The Contractor shall coordinate with Property Owners and the County in scheduling of work tasks to avoid possible interference during construction activity. Emergency access shall always be made available to residents, emergency personnel and/ or their equipment. Contractor shall acquire with separate written permission by any landowner to temporarily store materials and/or equipment on their property. This shall be done without any cost or compensation by the County.

**5. PRECONSTRUCTION MEETING**

Following award of contract but prior to commencement of work, the Contractor shall meet with County staff and shall furnish the following items:

- a) A schedule of completing the principal items of work.
- b) A list of names, titles, addresses, and telephone numbers of the Contractor's responsible personnel indicating those who may be reached outside of the normal working hours for emergency purposes.

**6. JOB SITE SAFETY**

- a) Responsibility

Jobsite safety is the sole exclusive responsibility of the Contractor. This responsibility covers his own work force, all subcontractors, visiting personnel and officials, and the general public which may have access to the jobsite. The Contractor shall exercise complete control over who has

access to the jobsite to ensure jobsite safety. The Owner does not assume any responsibility for job site safety expressed or implied. The Owner relies on the experience, knowledge, and innovative skills of the Contractor to deliver the most effective construction system to the Owner in a safe and responsible manner.

The Contractor acknowledges responsibility for jobsite safety and acknowledges that the Owner will not have such responsibility.

b) Construction Safety Orders

Construction of this project must comply with all safety orders of the California Occupational Safety and Health Program (CAL/OSHA) as published by the Department of Industrial Relations. The Contractor's safety officer shall maintain at the jobsite a complete copy of the California Administrative Code, Title 8 – Industrial Relations, latest edition.

When applicable, the Contractor's operation shall also comply with General Industry Safety Orders.

The jobsite safety officer shall be thoroughly familiar with the safety orders and shall so instruct, inform, or notify all personnel on the jobsite to ensure safety at all times. The safety officer shall also be responsible for all record keeping and reporting requirements, specified in Record Keeping and Reporting Requirements Under the California Occupational Safety and Health Act, available from the California Division of Labor Statistics and Research.

The Contractor shall comply with the accident prevention program which includes instructions to workers in safe working practices as well as scheduled periodic safety inspection of all work areas on the jobsite.

## 7. MISCELLANEOUS SPECIAL CONDITIONS

a) Pre-Construction Conference

The Contractor, together with its major subcontractors, will be required to attend a pre-construction conference prior to beginning construction. The Owner will set up this conference shortly after execution of the contract.

b) Contractor's Field Superintendent

The Contractor shall be required to have a field superintendent, from their organization, on the jobsite during construction activities, to receive directions or instruction from the Owner or Engineer. Contractor shall provide the Owner with a 24-hour emergency phone number for field superintendent prior to beginning of construction.

c) Final Inspection

The Contractor shall schedule a final inspection with the appropriate Department staff to ensure that all work as identified in these documents are completed to the satisfaction to the Department.

## 8. CONSTRUCTION UTILITIES

- a) POTABLE WATER: All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved dispensers.

- b) **CONSTRUCTION WATER:** Water for the work, dust control, testing, cleaning, curing, and compaction or as required will be furnished by the County, however, Contractor will adhere to all regulations of appropriate Water and Fire agencies for the usage, disposal and connection to fire hydrants or standpipes. Contractor agrees to take all reasonable steps to conserve water and shall control water run-off and comply with NPDES discharge requirements. Contractor is responsible for any damage to the water sources caused by Contractor's actions or inactions.
- c) **SANITARY FACILITIES:** The Contractor shall provide adequate temporary toilet and washing facilities for their workmen. The Contractor shall maintain such facilities in a sanitary condition throughout the construction period. After construction is complete, the temporary facilities shall be removed and the premises disinfected, as required.
- d) **TRASH AND DEBRIS REMOVAL:** Contractor shall be responsible in removing and hauling off any and all trash and/or debris created by him during the construction process. Debris materials (trash, washed out or over spilled concrete, material spoils, etc.) shall be hauled off and disposed of in a manner acceptable and to approved facilities that will dispose of those materials.

## 9. ENVIRONMENTAL MITIGATION MEASURES

**A-1:** The Contractor shall comply with the following mitigation measures to reduce impacts from construction equipment:

- a) Construction equipment shall be maintained in proper tune.
- b) Gasoline or electricity powered equipment instead of diesel-powered equipment shall be used whenever possible.
- c) Use of heavy equipment shall be suspended during first stage smog alerts.
- d) All construction equipment shall be prohibited from excessive idling; and
- e) The use of "clean diesel" equipment if modified engines (catalyst equipped, or newer Moyer Program retrofit) are available at reasonable cost shall be encouraged.

**A-2:** To reduce fugitive dust emissions during construction, the use of best available control measures (BACMs) consistent with Rule 403 for control of fugitive dust (South Coast Air Quality Management District 2005) shall be implemented during grading. These measures include the following:

- a) Prior to moving any soil, apply water to the surface of the soil not more than 15 minutes prior to moving soil.
- b) For any stockpiled soils, either cover soils or apply water twice per hour.
- c) Water all active construction areas at least three times daily when active earthwork is occurring or as needed to minimize dust emissions. If evidence of dust is observed, increase to a minimum of four times per day.
- d) Cover all haul trucks or maintain at least two feet of freeboard in trucks used to transport soil to the site.
- e) Pave or apply water twice per hour to all unpaved parking or staging areas during active operations.
- f) Reduce speed on unpaved roads to less than 15 miles per hour.
- g) Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
- h) Cover or water twice daily any on-site stockpiles of debris, dirt or other dusty materials.
- i) Suspend all operations on any unpaved surface if winds exceed 25 miles per hour;
- j) Limit daily disturbance areas to 5 acres or less;
- k) Move no more than 5,000 cubic yards of soil daily;
- l) Encourage carpooling for construction workers;
- m) Park construction vehicles off traveled roadways;

- n) Wet down or cover dirt hauled off-site;
- o) Wash or sweep access points daily;
- p) Encourage receipt of materials during non-peak traffic hours; and
- q) Sandbag the construction site for erosion control.

## **10. PERMITS AND LICENSE**

As the work is in the jurisdiction of the County, encroachment and construction permits are waived. At his own expense, the Contractor shall apply and obtain all other permits and licenses required for the execution of work under this Contract such as moving permits required by CALTRANS, County Transportation Department, compliance with the jurisdictional permits, etc.

## **11. PROTECTION OF EXISTING UTILITIES**

The Contractor shall exercise his best effort and care to protect existing utilities (water lines, gas mains, power poles, etc.) against damage from his operations. All damages shall be repaired by the Contractor at his own expense. Contractor shall contact Underground Service Alert at least 48 hours prior to commencement of any work at 811 or 1-800-422-4133.

## **12. ACCIDENT PREVENTION**

It shall be required that precautions shall be exercised at all times for the protection of any and all persons (including employees) and property and that the safety provisions of applicable laws, building, construction and traffic codes shall be observed and that all machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractor of America, to the extent that such provisions are not in contravention of applicable laws.

## **13. MATERIALS**

Contractor shall use only new materials contemplated for the execution of the work. Materials shall be delivered in a timely manner and in good working condition. Material cut sheets shall be supplied and presented to Engineer for approval prior to commencement of the work.

## **14. CONSTRUCTION STAKING**

The contractor shall provide construction staking. The Contractor shall preserve all existing lot, property or survey stakes, markers, or monuments as they exist in the field. The Contractor shall be responsible for the disturbance, removal, or covering of existing lot stakes and shall at his own expense pay for all costs incurred for the proper replacement of said lot stakes or monuments. Only Licensed Land Surveyor or Registered Civil Engineer of the State of California shall be employed to restore or replace the disturbed property monuments. Tying-out the disturbed monuments by the contractor will not be acceptable as a permanent solution.

## **15. CODES, ORDINANCES AND REGULATIONS**

All work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Plumbing Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the most strict shall govern. Nothing in the Contract Documents is to be construed to permit solution.

## **16. COORDINATION OF CONTRACTORS ON SITE**

The contractor understands that other contractors/subcontractors will be performing work for other projects in the same and/or immediately adjacent area. The District intends for all work to be done in a coordinated, efficient and workman like manner.

- A. Contractor shall coordinate other Contractor's operations with, and secure the approval of, District before using any portion of the Site.
- B. Contractor shall, prior to performing the Work at an operating park facility, familiarize itself with the uses of the Existing Improvements by District and other occupants of the Site and Existing Improvements, including, without limitation, public uses, staff and business operations, schedule of activities, activity locations, public uses, employee uses, visitor uses, planned functions, and coordinate its planning, staging, scheduling, coordination and performance of the Work to cause minimum amount of inconvenience or interference (whether before, during or after park hours) therewith. Contractor shall enclose the working areas with a substantial barricade that is reasonably designed to preclude entry by visitors, the public or District personnel not involved in the performance of the Work.
- C. Nothing in the Contract Documents creates or will create any duty on the part of District to coordinate the Work of Contractor with the work of Separate Contractors. Contractor shall, when directed to do so by District Project Manager, participate with the Separate Contractors and District Project Manager in reviewing the Separate Contractors' construction schedules. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article.
- D. Contractor shall schedule, arrange, and coordinate its activities with the activities of the District, Project Manager, Inspectors of Record, Design Consultant, District Consultants and others designated by District to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the District Project Manager, as well as any other persons identified by District Project Manager as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

**END OF SPECIAL CONDITIONS**