



**Special Conditions**

# TABLE OF CONTENTS

## SPECIAL CONDITIONS

### Contents

1.	GENERAL.....	1
2.	OWNER.....	1
3.	ENGINEER.....	1
4.	JOB LOCATION .....	1
5.	SCOPE & SCHEDULE OF WORK.....	1
6.	COPIES OF PLANS AND SPECIFICATIONS .....	1
7.	TRADE NAMES .....	1
8.	LINES AND GRADES.....	1
9.	UTILITIES FOR CONSTRUCTION.....	1
10.	BARRICADES AND LIGHTING.....	2
11.	PROPERTY LINES AND MONUMENTS .....	2
12.	PERMITS AND EASEMENTS.....	2
13.	WORK IN INCORPORATED AREAS .....	2
14.	NOTIFICATION OF PROPERTY OWNERS .....	2
15.	FENCES .....	2
16.	PROTECTION OF TREES, SHRUBS, AND PLANTS.....	3
17.	PIPE COVER, EXCAVATIONS AND EMBEDMENT.....	3
18.	INSURANCE.....	3
19.	CLEAN UP OF SITE.....	3
20.	MATERIALS PURCHASED & MATERIAL SUPPLIERS.....	3
21.	STORAGE OF MATERIALS .....	4
22.	EXTENSION OF TIME.....	4
23.	TESTING AND INSPECTION .....	4
24.	ADDENDA.....	4
25.	SPECIFICATIONS.....	4
26.	PAYMENT OF BILLS.....	4
27.	MAINTENANCE BOND AND GUARANTEE OF WORKMANSHIP AND MATERIALS.....	4
28.	PERFORMANCE AND PAYMENT BOND.....	5
29.	AS-BUILT PLANS .....	5

## SPECIAL CONDITIONS

### 1. GENERAL

The provisions in this section shall govern in the event of any conflict between them and the "General Conditions of Agreements."

### 2. OWNER

"Owner" in these specifications shall be understood as being Johnson County Special Utility District (JCSUD) for "in-house" line extension projects or the Developer of a subdivision for non-standard service line extensions.

### 3. ENGINEER

The "Engineer" in these specifications, if the project is let by JCSUD, shall be understood as being JCSUD's General Manager or his designee. If the project is let by others, then it is the Engineer that signed the drawings.

### 4. JOB LOCATION

The work to be performed is located within the service area of Johnson County Special Utility District.

### 5. SCOPE & SCHEDULE OF WORK

Prior to beginning work, the Contractor shall prepare and submit to the Engineer for his approval a proposed schedule and sequence of construction.

### 6. COPIES OF PLANS AND SPECIFICATIONS

The General Contractor is required to obtain copies of the plans and specifications for the proposed work from the Engineer. JCSUD will not furnish copies of Plans and Specifications.

### 7. TRADE NAMES

Unless specifically specified otherwise, wherever in the specifications an article or class material is designated by a trade name or by the catalog number of any maker, patentee, manufacturer, or dealer, such designation shall meet the specific article described or another equal thereto in quality, finish, and serviceability for the purpose intended, as may be determined by the Engineer in his sole discretion.

### 8. LINES AND GRADES

Horizontal and vertical controls shall be provided by JCSUD or Developer as needed in the form of reference points and benchmarks to be used by the Contractor in staking the construction. The Contractor shall provide all additional layout staking, both horizontal and vertical, as may be required for performing the construction in accordance with the plans and specifications.

### 9. UTILITIES FOR CONSTRUCTION

The Contractor shall provide, at his own expense, for water, electrical power, and any

other utilities required during construction except as otherwise specified in the plans and specifications.

**10. BARRICADES AND LIGHTING**

The Contractor shall supply and use ample and proper barricades and warning lights or other equipment necessary to protect the public and workmen from any hazard during the prosecution of this work. The Contractor is responsible for compliance with all local ordinances and State regulations.

**11. PROPERTY LINES AND MONUMENTS**

The Contractor shall diligently protect all property line markers against damage due to his construction and reset such damaged markers at his own expense.

**12. PERMITS AND EASEMENTS**

All right-of-way and easements, unless otherwise specified, shall be obtained by JCSUD. State Road Bore Permits will be obtained by JCSUD. Permits for all other roads, bores, and work in right-of-ways will be obtained in accordance with the jurisdiction in which the work is to be done. All JCSUD easements on plats need to be clearly labeled as JCSUD-specific, and the widths of such easements should be shown as well.

For all water mains within a subdivision where the waterline and meters are in private property, JCSUD will require a 5-foot JCSUD-specific easement for the long side meters (opposite of the water main) and a 10-foot JCSUD-specific easement on the short side meters (same side as the water main) to mitigate any conflicts with other utilities.

A standard 20-foot JCSUD-specific easement is required along all major thoroughfares (State, County, City).

**13. WORK IN INCORPORATED AREAS**

If portions of the work are completed in incorporated areas of cities or their extraterritorial jurisdiction, then the applicable city standards for work in the public right-of-way are included in the reference. If there is a question of conflict between these specifications and the City documents, JCSUD will determine which standard takes precedence.

**14. NOTIFICATION OF PROPERTY OWNERS**

The Contractor shall notify property owners (federal, state, local, private) at least two (2) days prior to beginning any construction work on the affected property. In the event a tie-in to an existing line will cause water to be off for existing customers, the Contractor will be responsible for notifying them by word or letter 48 hours in advance.

**15. FENCES**

The Contractor shall, at his expense, do the necessary removing of fences on the right-of-way, and shall re-build same after the work is completed in the area. The fences shall be re-built of the same character of materials as that which was removed. All posts, wire, and other materials shall be sound, straight, and equal to or better than the

materials removed. Where fences are removed, the Contractor shall be responsible for the protection of livestock.

**16. PROTECTION OF TREES, SHRUBS, AND PLANTS**

The Contractor shall make every effort to protect all trees, shrubs, and plants encountered during construction and shall notify property owners, as specified above, before removal of such items.

**17. PIPE COVER, EXCAVATIONS AND EMBEDMENT**

All transmission and distribution lines in the system will have a minimum cover of 42" unless the plans dictate otherwise. All excavation on this project is unclassified and the cost of such excavation shall be included in such pay items as are provided in the proposal. All pipe will have a minimum of 6" of sand completely enveloping the pipe including pipe bells, unless otherwise specified.

**18. INSURANCE**

The Contractor must obtain insurance policies or separate endorsements to his existing policies and these policies must be maintained throughout the period of construction of this project.

JCSUD shall be named as an additional insured. Policy amounts shall be as follows:

(a) Public Liability and Property Damage to protect the Contractor, any of his sub-contractors, and the Owner against any claims arising from personal injury (including accidental death) in an amount not less than \$1,000,000 for one person and \$1,000,000 for one accident; and for property damage, not less than \$200,000 for each accident.

(b) Automobile and Truck Public Liability and Property Damage to protect the same individuals as in (a) above and in the same amounts for liability.

(c) Workmen's Compensation and Employer's Liability Insurance covering all employees.

**19. CLEAN UP OF SITE**

The Contractor shall, upon completion of the project or as the project progresses, restore the site to its original condition or better, including smoothing out all excavation.

**20. MATERIALS PURCHASED & MATERIAL SUPPLIERS**

The Contractor shall keep on file and furnish, on request by the Engineer or the Owner, records of all materials purchased in connection with this project. The Contractor will, upon request of the Owner, supply the brand names of major materials and the names and addresses of major material suppliers and sub-contractors. Such records will be kept for a period of one (1) year after the completion of this project.

**21. STORAGE OF MATERIALS**

The Contractor shall arrange for suitable storage of the materials necessary for the completion of this project. Any materials that may be damaged by the elements or vandalism or by other means or whose quality is questionable shall not be incorporated into the work.

**22. EXTENSION OF TIME**

The Contractor may be granted an extension of time due to Acts of God, Acts of War, Strikes, or non-delivery of materials, provided he submits in writing to the Engineer a request for such extension at least ten (10) days prior to the end of time provided for in the contract.

**23. TESTING AND INSPECTION**

No work is to be done without a JCSUD-appointed inspector on site. The fees for the inspector will be at the Developer's expense. All materials, workmanship, and equipment required under this contract shall be subject to testing unless other provisions are made in the plans and specifications. Water sampling and testing will be completed and paid for by the Contractor. The Contractor shall use an EPA/TCEQ Certified lab for the testing. TCEQ requires sampling and acceptable test results once every 1000 L.F. of new pipe installation. The Contractor will be responsible for achieving acceptable pressure testing requirements. JCSUD requires 24-hour notice to schedule testing done during regular working hours, Monday - Friday, 8:00 am - 4:00 pm.

**24. ADDENDA**

All Addenda shall be incorporated into and become a part of the contract documents for this project. No other explanation or interpretation will be considered official or binding.

**25. SPECIFICATIONS**

Titles to divisions and paragraphs in these contract documents are merely for convenience and are not to be taken as a part of the specifications. Furthermore, they are not to be taken as a correct and complete segregation of the several units of material and labor.

**26. PAYMENT OF BILLS**

Prior to payment of the final estimate, the Contractor shall meet the requirements of the General Conditions of Agreement, providing evidence that all obligations incurred by the Contractor and all subcontractors in connection with this project have been paid.

**27. MAINTENANCE BOND AND GUARANTEE OF WORKMANSHIP AND MATERIALS**

The Contractor shall provide a maintenance bond for a period of two (2) years from the date of the final payment. This bond will cover 100% of all workmanship and materials

incorporated in the work and shall replace, at his own expense, any defective materials or work.

**28. PERFORMANCE AND PAYMENT BOND**

For all projects in excess of \$100,000, both performance and payment bonds shall be provided to JCSUD if it is the contracting party or if JCSUD is participating in the contract. If the project is being funded by others and donated to JCSUD, then the donating party can comply with the Payment Bond provision or supply JCSUD with a lien release from each vendor.

**29. AS-BUILT PLANS**

Prior to final inspection approval, as-built plans are required to show the actual placement of all materials installed. Any changes to special notes, specifications, or details on the plan shall be noted to reflect actual placement as approved by JCSUD. One copy of the record drawings shall be in PDF format, and another shall be in .DWG (Autocad 2000) or .SHP (Shapefile) format.