

Section 01010 – Summary of Work – Outlet Structure Replacement at Winona Lake

Part 1 – General

1.01 Scope:

- A. This work consists of furnishing all labor, materials, and equipment necessary for to complete the following work and to the extent defined in the detailed drawings, specifications, and other contract documents.

Primary work includes:

1. Construct New North Seawall
Drive steel sheet piling lakeward of the old pilings. Fill concrete into space between old and new pilings.
2. Removal of the Existing Gates and Catwalk
Remove the 4 gates, dividing walls and portion of the catwalk on the southend of the outlet structure. The remaining 5 gates, dividing walls, and catwalk will remain. Four of the gates will be replaced with new gates. The fifth gate will be refurbished.
3. Construct New Weir
Construct a new reinforced concrete weir upstream on the existing structure where the removed gates were located.
4. Install Cutoff Wall
Drive piling on south bank of structure to act as a cutoff wall.
5. Erosion and Sediment Control.
Install and maintain erosion and sediment control measures throughout the duration of the project.
6. Dewatering and Maintenance of Legal Lake Level.
Install and maintain dewatering measures to meet water quality requirements, maintain seasonal base flow and the legal lake level upstream throughout the duration of the project.

The Contractor SHALL be responsible for any damage to and the restoration of the construction site to original conditions. This includes:

1. No work in the waterway that extends beyond the limits established by the Owner.
2. Utilization of best management practices to control erosion and sedimentation.
3. Re-vegetation of all disturbed areas as indicated.
4. Removal of all equipment and excess construction material from the project site upon completion.
5. The maintenance of roadways to the project, if damaged by construction.
Maintenance of all access roads within the easements or within the Right of Entry for the project.

- B. Remediation Allowance

1. **Contractor SHALL** include an allowance of **\$40,000** in the Base Bid for remediation of unforeseen constraints
2. Such constraints may include, but are not necessarily limited to, unforeseen conditions; improperly recorded or unrecorded physical properties and conditions at

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the site; obstruction of, or delay to, reason work sequences by the Property, or the Owner; uncommon adverse weather or site conditions; and conflict within, or omissions from, the Contract Documents.

3. All remediation work shall be authorized by the Director of Public Works Division, or designee, prior to execution.
4. **If any portion of the allowance is not used during the project, that portion will revert to the owner and will not be included in the contractor's final payment.**

1.02 Sites:

The work shall be performed at the Lake Outlet Structure at Winona Lake located near Warsaw, IN.

1.03 Alternate Bids:

Alternate bids are not accepted.

1.04 Sales Tax:

Sales tax shall not be charged on the bid price of this project.

1.05 Completion of Work:

The Contractor SHALL commence work within 30 calendar days from the date of the NOTICE TO PROCEED. The expectation is that the project will take **270** days to complete. Once the construction has begun, the Contractor shall complete the project by **April 30, 2020**, unless site conditions, delivery of gate components, or contractor availability justify an extension. The contract must be out of the waterway by **April 1, 2020** or request and receive an extension with the Indiana Department of Natural Resources-Division of Fish and Wildlife.

1.06 Code Requirements and Manufacturer's Instructions:

- A. In the case of conflicts between state and local codes or regulations, State Codes or State regulations shall prevail. All required approvals for compliance with Fire and Building Services Division of Homeland Security, health regulations, historic preservation or archaeological clearances, floodway construction or state highway crossing may have been obtained by the owner unless stated otherwise in the contract documents.

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The following permits and agreements have been obtained:

1. U.S. Army Corps of Engineers 401 Permit (LRE-2019-00273-143)
 2. Certificate of Approval – Construction in a Floodway (FW-29893).
 3. Certificate of Approval – Public Freshwater Lake (PL-23710).
 4. Permanent easement for construction –Property Owner.
- B. The Contractor shall be required to comply with all OSHA or IOSHA regulations as may be applicable to this project and obtain all permits that may be required for compliance.
- C. If the Contractor observes that any of the contract documents are at variance with the printed application instructions of any Manufacturer in any respect, he/she shall promptly notify the Project Manager in writing.
- D. If the Contractor performs any work contrary to State Building and other Codes, Regulations, Ordinances, or Manufacturer’s printed instructions without notice to the project Manager, the contractor shall bear the cost arising from such non-conformance.

1.07 Notifications:

Upon notice of bid award, the Contractor shall notify the Project Manager to establish communications for the above project(s). The notification may be by mail or email to the Project Manager’s following mail or e-mail address:

Project Manager: Jamie Miller

Phone: (317) 234-1081

Address: 402 W. Washington St., Rm W264, Indianapolis, IN 46204

Email: jmiller1@dnr.in.gov

1.08 Working Hours:

- A. **The Contractor SHALL** perform all related activities on Monday through Friday excluding State holidays, between the hours of 7:00 a.m. and 7:00 p.m. local time, unless alternate arrangements are made and approved by the Project Manager or designated representative. Contractor must notify the Project Manager at least 24-hours prior to cancelation of on-site work.
- B. **All work performed at other times SHALL** be with the approval of the Project Manager or designated representative, confirmed in writing, and shall not constitute a change in the contract amount.
- C. **The Contractor SHALL** plan all material deliveries to the south side of the project area during normal working hours, shall be responsible for receiving and deliveries, and shall properly protect delivered materials while being stored on the property. The Project Manager or designated representative will not sign for any deliveries.

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1.09 Pre-Construction / Service Meeting:

The Contractor and his/her Subcontractor (if any) SHALL attend a pre-construction/pre-service meeting with the Project Manager or designated at the work site. The date for this meeting shall be scheduled by the Project Manager within 14 days after the contract is awarded unless Project Manager has approved alternate arrangements.

1.10 Site Conditions:

It is imperative that bidders thoroughly familiarize him/herself as to the nature and location of the work, general conditions, and the kind of equipment needed during the execution of the work. Failure to visit the site or attend any pre-bidding meeting before bidding does not relieve the Contractor of responsibilities for anything that he/she would be been made aware had he/she visited.

1.11 Protection of Facilities and Premises:

- A. **The Contractor SHALL** be responsible for the protection of all facilities during the entire period of service. Any damages to the existing facilities, roads, lawns, driveways, or other State owned property caused by the contractor SHALL be repaired by the Contractor at his/her expense and in a manner and schedule approved by the Property Manager.
- B. **The Contractor SHALL** confine his/her operations and the storage of materials and equipment within an area approved by the Property Manager or his representative.
- C. **The Contractor SHALL**, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his/her employees or work and prevent the spread of this debris during windy conditions. At the completion of the work, the Contractor SHALL leave the premises in a neat, clean, and orderly fashion.
- D. **The Contractor SHALL** power wash any mechanical equipment or vehicle to be used on the job site to remove all mud and debris prior to unloading on the site. This is necessary to prevent contamination by invasive species seeds that may be attached to the equipment. The Contractor SHALL NOT unload the equipment on site without prior visual inspection by the Property Manager. No other vehicles/machines shall be permitted in the project area. All other equipment or project related vehicles must be parked in specified parking areas.

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1.12 Safety and Health Plan:

- A. **The Contractor SHALL** be required to comply with all OSHA or IOSHA regulations as may be applicable to this project and obtain all permits that may be required for compliance.
- B. **The Contractor SHALL** prepare a safety and health plan that identifies the safety requirements of the project, procedures to follow in case of an emergency, accident, injury, or illness and make this plan available to all employees, and sub-contractors complete with persons and/or phone numbers to call for all who are working at this site. This plan SHALL be given to the Project Manager or his representative prior to the start of work and posted at the job site.
- C. **The Contractor SHALL** understand that the Property, DNR Engineering, nor the State of Indiana DOES NOT bare any responsibility for the cost of injuries to Contractor or Sub-Contractor, or their employees injured during the course of the contract. The Contractor SHALL be responsible for the transport of injured employees needing medical or other attention.

1.13 Substitutions:

Materials and methods specified herein are known to meet the requirements of the project. Anyone wanting to use substitute materials or methods shall submit a written request, accompanied by necessary supporting information at least 7 days prior to the bid. If the Designer determines that the proposed substitution is acceptable, an addendum to the specifications will be issued to all prospective bidders.