

SPECIAL PROVISIONS

SECTION 5 OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS

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501 General

501.1 Project Schedule

1. The Contractor shall furnish in accordance with the Soquel Creek Water District (SCWD) Standard Specifications and Standard Plans, these Special Provisions, and the Project Plans, all labor, materials, tools, and equipment and perform all work required for the Main Street Well Chlorine Building Remodel. Work shall be in accordance with state and local regulations.
2. The work site is located at the Soquel Creek Water District, Main Street Well Site, 3325 Main Street, Soquel, California.
3. Contract Time of Completion shall be **5-working days** following the effective date of the Notice to Proceed.

501.2 Order of Work

1. The Contractor shall cut and remove rebar, concrete, and block, existing sump basin, abandon the floor drain, and install a double steel door.
2. The Contractor shall protect existing and new facilities, including but not limited to buildings, asphalt pavement, equipment, etc. from damage by construction activities.
3. The Contractor shall repair or remove and replace damaged improvements as directed by District Engineer.

501.3 Checklist for Bidders

1. Bid Opening is scheduled for Tuesday, March 25th, 2003 at 2:00 PM in the SCWD Board Room, 5180 Soquel Drive, Soquel, CA 95073.
2. DO NOT REMOVE BID DOCUMENTS FROM THESE BOUND SPECIFICATIONS. Unbound bid documents will result in immediate disqualification.
3. SIGN & INCLUDE ALL ADDENDUM(S) WITH THE BID DOCUMENTS. Bid documents with missing addendums will result in immediate disqualification.

4. Include a bidder's bond, certified check, or cashier's check for the amount equal to 10% of the bid amount.
5. Complete and Fill-Out the Yellow Sheets and Proposal in the Bid Documents. The lowest competitive bidder shall complete the green sheets after the project has been awarded.
6. If you have any questions, please contact the Engineering Department at 831-475-8500.

501.4 Insurance Requirements

1) General

- a) The Contractor shall provide and maintain commercial general liability and automobile liability insurance.

2) Coverage

- a) Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - ii) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

3) Limits

- a) The Contractor shall maintain limits no less than the following:
 - i) General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Soquel Creek Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

4) Required Provisions

- a) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) The Soquel Creek Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers.
- b) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
- c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers.
- d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) Each insurance policy required by this agreement shall state, or be endorsed to state, that the insurance carrier or the Contractor shall not cancel coverage, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Soquel Creek Water District.
- f) Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- g) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
- h) The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

- i) All of the insurance shall be provided on policy forms and through companies satisfactory to the Soquel Creek Water District.
- 5) Deductibles and Self-Insured Retentions
- a) Any deductible or self-insured retention must be declared to and approved by the Soquel Creek Water District. At the option of the Soquel Creek Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 6) Acceptability of Insurers
- a) The Contractor shall hold insurance policies with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by the Soquel Creek Water District.
- 7) Workers' Compensation and Employer's Liability Insurance
- a) The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- 8) Responsibility for Work
- a) Until the completion and final acceptance by the Soquel Creek Water District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
 - b) The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the Soquel Creek Water District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Soquel Creek Water District, its directors, officers, employees, and authorized volunteers shall be named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Soquel Creek Water District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Soquel Creek Water District.

- c) The Contractor shall waive all rights of subrogation against the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers.

9) Evidences of Insurance

- a) Prior to execution of the agreement, the Contractor shall file with the Soquel Creek Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the Soquel Creek Water District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.
- b) The Contractor shall, upon demand of the Soquel Creek Water District, deliver to the Soquel Creek Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

10) Continuation of Coverage

- a) If any required coverage expires during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Soquel Creek Water District (if builder's risk insurance is applicable) to the Soquel Creek Water District at least ten (10) days prior to the expiration date.

11) Sub-Contractors

- a) In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

12) Hold Harmless And Indemnification

- a) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Soquel Creek Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:
 - i) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Soquel Creek Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Soquel Creek Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Soquel Creek Water District and/or Contractor or

their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of Soquel Creek Water District or its directors, officers, employees, or authorized volunteers;

- ii) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
 - iii) Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- b) Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Soquel Creek Water District or its directors, officers, employees, or authorized volunteers.
 - c) Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
 - d) Contractor shall reimburse Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - e) Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Soquel Creek Water District, or its directors, officers, employees, or authorized volunteers.

501.5 Pre-construction Conference

- 1. There will be a pre-construction conference after award of the contract and before the actual work on the project. The meeting shall take place at the District Office, located in Soquel, California. The Contractor, together with the person to be designated as the Contractor's Foreman for the project, shall attend the meeting.

2. During the Pre-construction conference, the Contractor shall submit the proposed construction schedule for review and approval, and certify conformance with the Contract Documents.
3. The schedule shall specify tasks and time periods for completing each task.
4. The Contractor shall supply material submittals to the District Engineer within 15 working days after receiving the notice to proceed.
5. The submittals shall be supplied per Section 107.10, "Submittals" of the SCWD Standard Specifications and Standard Plans.

501.6 Liquidated Damages

1. The District shall enforce Liquidated Damages per Section 108.09, "Assessment of Damages for Delay" of the SCWD Standard Specifications if the Contractor fails to complete the in the time specified herewith.

SCHEDULE OF LIQUIDATED DAMAGES		
ORIGINAL AMOUNT OF CONTRACT		PER DIEM AMOUNT OF LIQUIDATED DAMAGES
FOR MORE THAN	UP TO AND INCLUDING	
\$0.00	\$100,000.00	\$250.00
\$100,000.00	\$500,000.00	\$500.00
\$500,000.00	\$1,000,000.00	\$750.00
\$1,000,000.00	\$2,000,000.00	\$1,000.00
OVER \$2,000,000.00		AS SPECIFIED

2. The Contractor should refer to Division One, Sections 101-108, "General Conditions," of the Specifications for additional provisions.

501.7 Specifications & Plans

1. The Contractor shall perform the work specified herein in accordance with the SCWD Standard Specifications and Standard Plans adopted by the Board of Directors on August 2, 1994, and the Santa Cruz County Standard Specifications as referenced within these Special Provisions.
2. SCWD Standard Specifications and Standard Plans are available for purchase at the SCWD Office for an additional \$25 per set. (For more information, please call 831-475-8500.)

3. In case of conflict between the SCWD Standard Specifications and Standard Plans and these special provisions, the special provisions shall take precedence and be used in lieu of such conflicting portions.

501.8 Safety Plan

1. The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements.
2. The Contractor shall submit a Safety Plan in accordance with the provisions of Section 202.03.02, "Safety Plan" of the SCWD Standard Specifications and Standard Plans. This safety plan shall include provisions for handling hazardous and toxic materials, and the protection of all persons having access, authorized or not, to the work site.
3. The Contractor shall be responsible for all safety issues related to this work including but not limited to site security, product security, and fire safety.
4. The Contractor shall be responsible for all hazardous and toxic material handling requirements of Cal-OSHA, the California Department of Environmental Quality, the United States Department of Environmental Protection, and local and state fire and health agencies.
5. All costs associated with mobilization shall be considered as included in the contract unit or lump sum prices for other items of work. No additional compensation will be considered therefore.

501.9 Protection of Property and Materials

1. Section 106.13, "Protection of Property and Utilities" of the SCWD Standard Specifications is amended with the provisions of Section 501.7, "Protection of Property and Materials."
2. The Contractor's attention is called to the proximity of private residences adjacent to the work site. The Contractor shall conduct his operations with due care to avoid upsetting area residents. The Contractor shall work with the District to appease all reasonable requests from area residents. The District's Chief Engineer will determine what requests from area residents are reasonable.
3. In accordance with the provisions of Section 106.13, "Protection of Property and Utilities" of the SCWD Standard Specifications, the Contractor shall contact adjacent property owners at the direction of the District Engineer.

4. The Contractor shall not perform work before 8 am or after 5 pm each workday except for emergencies as defined in the SCWD Standard Specifications and Standard Plans.
5. The Contractor shall not work on weekends or holidays. For the purposes of this Section, the word "work" shall mean all noise producing activities including but not limited to starting of trucks or equipment, haulage, erection, construction, demolition, and transiting the access roads.
6. The Contractor shall protect all public and private road surfaces used during construction and shall restore said surfaces to an equivalent or better condition upon completion of all work. During the course of work, the Contractor shall make any interim repairs or maintenance that may occur.
7. All costs associated with the protection of property and materials adjacent to the work site, including erosion control, shall be considered as included in the contract unit or lump sum prices for other items of work. No additional compensation will be considered therefore.

502 Building Improvements

502.1 Scope of Work

- A. The Contractor shall remove the existing door, concrete, block, rebar, and any additional material necessary to provide an opening for a new steel double door, as shown on District drawings.
- B. The Contractor shall remove the existing sump basin, abandon the existing floor drain, and level and paint the floor as shown on District drawings.
- C. The Contractor shall install a new steel double door, as shown on District drawings and as specified in these contract documents. The new door shall include all necessary hardware, including locks, jams, and threshold.
- D. The Contractor shall relocate the existing light, as shown on District drawings.

502.2 Demolition

- A. All materials removed as part of this demolition shall become the property of the Contractor, and shall be disposed of in accordance with Section 202.02.04, "Disposal" of the SCWD Standard Specifications and Standard Plans.
- B. The Contractor shall relocate the light switch, light and associated electrical wiring to the right of the new door.
- C. The Contractor shall remove the existing sump basin and abandon the floor drain by filling with concrete, finished to a smooth surface texture.
- D. The existing door shall be removed and the existing concrete masonry wall shall be saw-cut to the full depth to the line shown on contract drawings prior to demolition.
- E. The Contractor is responsible for determining the actual dimension required to accommodate the new door frame.
- F. The Contractor shall make a saw cut at the lintel first and install the lintel prior to demolition of concrete masonry units.
- G. The Contractor shall cut off reinforcing steel encountered at the floor level and in concrete masonry units a minimum of ½" below the finish floor and any resulting hole shall be filled with grout packed flush.

502.3 Concrete Anchors

- A. The Contractor shall provide hex-head ½" x 4" Redhead Dynabolt sleeve anchors or approved equal for lintel installation.
- B. The Contractor shall provide flat-head ¼" x 4" Redhead Dynabolt sleeve anchors or approved equal for door frame installation.

502.4 Door Specifications

- A. The Contractor shall provide a new door and jam assembly consisting of a two-leaf steel door and complete jam. Door and jam shall be complete and include all trim and hardware.
- B. The frame shall be shipped to prevent distortion of the frame during shipping and handling.
- C. The Contractor shall provide a new double door per the following specifications:
 - * Door shall be a Steelcraft Double Door, Model L-20-4, Height – 6'-8", Width – 7'-2".
 - * Door frame shall be a Steelcraft Steel Frame Model F-16-4, Finish Width 6-3/4", Jam Depth 7-3/4", Throat Opening 6-3/4".
 - * Color shall be
- D. The contractor shall install the door frame to the existing concrete masonry units with carbon steel expansion bolts.
- E. The Contractor shall seal meeting edges of the frame and concrete masonry units with a bead of silicone caulk.
- F. The Contractor shall seal edges of the lintel and concrete masonry units with a bead of silicone caulk.
- G. The Contractor shall provide a Gylmn-Johnson GJ 70M Series, heavy duty ½" arm type door holder mechanism.
- H. The Contractor shall provide butt style hinges with each pin supported for its full length in an oil-tight sleeve, flat tipped and non-rising.
- I. The Contractor shall provide US10B, oil-rubbed Bronze hardware finish.

- J. The Contractor shall provide bronze anodized aluminum strikes, door shoes, threshold, and other accessories.
- K. The Contractor shall provide two silencers for each door.
- L. The Contractor shall provide a CECO Model 1534 latch and lock set.

502.5 Electrical Work

- A. The Contractor shall provide all electrical work in accordance with the National Electrical Code and these Special Provisions.
- B. The Contractor shall relocate the existing light switch and light.
- C. The Contractor shall provide Schedule 40 PVC conduit for all exposed wiring with the building.

502.6 Painting

- A. The Contractor shall provide paint manufactured by Fuller O'Brien Company or approved equal.
- B. The Contractor shall provide a color chart to the District Engineer for color selection prior to ordering paint.
- C. The Contractor shall provide a primer coat Eco-prime followed by one coat of G-101 semi-gloss paint to each steel door, applied in accordance with the manufacturers recommendations.
- D. The Contractor shall provide one coat of Dura-skid 22C gray non-skid protective coating flowed by one coat of SK-1 protective coating to the concrete floor.

502.7 Clean-Up

- A. Upon completion, of work, the Contractor shall remove all excess materials from the site.
- B. The Contractor shall bear all costs associated with site clean up.

502.8 Measurement and Payment

- A. Measurement and Payment- The contract lump sum price for all improvements shall include full compensation for all labor, materials, equipment, and tools and no additional compensation will be considered.