

# **SPECIAL PROVISIONS**

## **SECTION 5 OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS**

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## 501. GENERAL

### 501.1 Project Schedule

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- A. The work covered under this project as defined in these Contract Documents shall be diligently prosecuted in accordance with the schedule proposed by the Contractor and approved by the Engineer to insure completion within **10-working days** from the date of the Notice to Proceed.
- B. Time for performance shall start running on the day after the date of the Notice to Proceed, and shall run continuously thereafter, excluding Saturdays, Sundays, and District-Observed holidays.
- C. The well is an integral part of the District's water supply system. To minimize the risks and hardships associated with taking the well offline, it is necessary to establish firm schedule requirements and set significant financial penalties if the Contractor does not meet these scheduling requirements.
- D. The Contractor shall be responsible for supplying power necessary to complete all work.
- E. Liquidated Damages shall be enforced per Section 108.09, "Assessment of Damages for Delay" of the SCWD Standard Specifications if the work is not completed by the Contractor in the time specified herewith. The Contractor shall refer to Section 100, "General Conditions," of the SCWD Specifications for additional provisions.

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

### 501.2 Protection of Property and Materials

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- A. Description

Section 106.13, "Protection of Property and Utilities" of the Standard Specifications is amended with the provisions of Section 501.2, "Protection of Property and Materials".

In accordance with the provisions of Section 106.13, "Protection of Property and Utilities" of the Standard Specifications, the Contractor shall contact each property owner near the tank sites at the District's direction. The District Engineer shall provide a list to the Contractor of homeowners to be notified, at least two days prior to the start of work. The Contractor shall

keep said residents fully informed of his plan of operation throughout the course of this contract.

No work shall be permitted before 8 AM nor after 5 PM each working day except for emergencies as defined in the Standard Specifications and Standard Plans. No work shall be performed on weekends or holidays without prior written approval of the District Engineer. 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, construction, and transiting the access roads.

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, at no additional cost to the District. During the course of work, the Contractor shall make any interim repairs or maintenance to access road surfaces, as necessary, at the direction of the District Engineer, at no additional cost to the District.

Facilities including but not limited to catch basins, retaining walls, curbs, gutters, and fences shall be protected from damage by construction activities. The Contractor shall repair or remove and replace damaged improvements as directed by the District Engineer, at no additional cost to the District.

**B. Measurement and Payment**

All costs associated with the protection of property and materials adjacent to the work site 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.

### **501.3 Pre-construction Conferences**

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- A. A pre-construction conference will be scheduled after award of the contract and before the actual work on the project. The arranged time and place will be mutually agreeable between the District Engineer and the Contractor. The Contractor, together with the person to be designated as the Contractor's Foreman for the project, shall attend the meeting.
- B. During the Pre-construction conference, the Contractor shall submit the proposed construction schedule for review and acceptance, and certify conformance with the Contract Documents.
- C. The schedule shall specify tasks and time periods for completing each task.
- D. The Contractor shall supply the District with material submittals within 10-calendar days prior to the Pre-construction conference. The submittals shall be supplied per SCWD Standard Specifications, Section 107.10, "Submittals".

### **501.4 Superintendence**

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- A. The Contractor shall have on the job site at all times a competent superintendent/foreman with proper authority to represent the Contractor in his absence and all directions given to him by the District shall be as binding as given to the Contractor.
- B. The Contractor should refer to SCWD Standard Specification 106.05, "Superintendence" for further information regarding superintendence.

### **501.5 Insurance requirements**

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The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

A. Coverage

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

B. Limits

The Contractor shall maintain limits no less than the following:

- a) 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.
- b) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

C. Required Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) 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.
- D. 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.
- E. 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.
- F. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- G. All of the insurance shall be provided on policy forms and through companies satisfactory to the Soquel Creek Water District.
- H. 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.
- I. Acceptability of Insurers
- a) Insurance is to be placed 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.
- J. 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.
- K. 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-erectations, 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.

L. 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.

M. Continuation of Coverage

- a) If any of the required coverages expire 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.

N. 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.

## **501.6 Hold Harmless and Indemnification**

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- 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:
  - a) 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.

- b) 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;
- c) 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.
- d) The 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.
- e) The 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.
- f) 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.
- g) 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.

## **502. ELECTRICAL COMPONENTS**

### **502.1 Project Description**

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- A. The Country Club well site is located on Baltusrol Drive in the Seascapes area of Santa Cruz County. The site has an existing well and electrical service. The District proposes to install a new underground conduit and a new main switchboard to facilitate installation of upgraded power service from PG&E. The new service will allow the District to install a larger pump motor at the existing site.
- B. The District has received approval from PG&E and will request the power upgrade after proposed improvements are completed. As part of their work, PG&E will be setting a meter within the new main switchboard and pulling electrical wire from the box to upgraded electrical connections at the power pole located in front of the site.
- C. All electrical construction shall be in accordance with the provisions of NEMA, NEC, these

Project Special provision, the Project Plans and the Standard Specifications and Standard Plans.

- D. The Contractor shall provide components and materials shown of drawings and described, per Electrical Specifications provided in the Appendix.
- E. The Contractor shall obtain all necessary permits and approvals for work done at the site.
- F. The Contractor shall provide all necessary hazard labeling on equipment installed (including arc flash hazard labeling).

### **502.2 Site Preparation**

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- A. Site preparation shall consist of work necessary to prepare the project site for construction improvements. This may include removal of vegetation for site access.
- B. Property and Materials Protection shall extend to facility items on site, roadway/driveway or other access into the site, and other associated materials. The Contractor shall protect Property and Materials during the entire duration of the project.

### **502.3 Measurement And Payment**

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- A. The Contractor shall provide necessary labor, materials, and equipment to perform site work as described in these Special Provisions.
- B. All costs associated with improvements shall be included in the bid price.
- C. Payment will be made on a lump sum basis and no additional compensation will be considered.

## **503. Appendix**

Electrical Specifications

Drawing E0.0 Electrical Information Sheet

Drawing E1.0 Electrical Site Plan

PG&E Preliminary Design Drawing