

DIVISION FIVE  
SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS  
FOR  
TANNERY WELL SITE IMPROVEMENTS  
PROJECT

**TABLE OF CONTENTS**

<b>SECTION 500.</b>	<b>DESCRIPTION OF WORK .....</b>	<b>3</b>
<b>SECTION 501.</b>	<b>SPECIFICATIONS &amp; PLANS .....</b>	<b>3</b>
<b>SECTION 502.</b>	<b>CHECKLIST FOR BIDDERS .....</b>	<b>3</b>
<b>SECTION 503.</b>	<b>BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....</b>	<b>4</b>
SECTION 503.1	CONTRACT TIME OF COMPLETION.....	4
SECTION 503.2	LIQUIDATED DAMAGES .....	5
SECTION 503.3	PRECONSTRUCTION CONFERENCE .....	5
SECTION 503.4	INSURANCE REQUIREMENTS .....	6
	<i>Coverage</i> .....	6
	<i>Limits</i> .....	6
	<i>Required Provisions</i> .....	6
	<i>Deductibles and Self-Insured Retentions</i> .....	8
	<i>Acceptability of Insurers</i> .....	8
	<i>Workers' Compensation and Employer's Liability Insurance</i> .....	8
	<i>Responsibility for Work</i> .....	8
	<i>Evidences of Insurance</i> .....	9
	<i>Continuation of Coverage</i> .....	9
	<i>Sub-Contractors</i> .....	9
SECTION 503.5	HOLD HARMLESS AND INDEMNIFICATION.....	9
<b>SECTION 504.</b>	<b>GENERAL CONSTRUCTION .....</b>	<b>10</b>
SECTION 504.1	REFERENCED SPECIFICATIONS.....	10
SECTION 504.2	EXISTING CONDITIONS.....	11
SECTION 504.3	PROTECTION OF PROPERTY & MATERIAL.....	11
	<i>Description</i> .....	11
	<i>Measurement and Payment</i> .....	11
SECTION 504.4	SAFETY PLAN.....	11
	<i>Description</i> .....	11
	<i>Measurement and Payment</i> .....	12
SECTION 504.5	HAZARDOUS MATERIAL HANDLING.....	12
	<i>Description</i> .....	12
	<i>Measurement and Payment</i> .....	12
SECTION 504.6	UTILITIES .....	12
	<i>Description</i> .....	12
<b>SECTION 505.</b>	<b>SITE IMPROVEMENTS.....</b>	<b>13</b>
SECTION 505.1	GENERAL .....	13
	<i>Compaction Testing</i> .....	13
	<i>Tannery Well Site Improvements</i> .....	13

*Measurement and Payment*.....14

**SECTION 506. APPENDIX**..... 14

SECTION 506.1 SOQUEL CREEK WATER DISTRICT STANDARD SPECIFICATIONS  
AND STANDARD PLANS 6-FOOT CHAIN LINK FENCE, STD. NO. S-5 .....14

## **SECTION 500. DESCRIPTION OF WORK**

The Contractor shall furnish, in accordance with the Soquel Creek Water District (SCWD) Standard Specifications and Standard Plans, these Special Provisions, and the Contract Documents, all labor, materials, tools, and equipment and perform all work required in:

- Removal of one hundred (100) yards of existing soil.
- Grading site to drain.
- Installation of forty (40) yards of class II base rock to roadway and surrounding well building area.
- Application of twelve hundred (1,200) square feet of prime oil and two-coat coarse screenings to roadway.
- Installation of two hundred thirty (230) lineal feet of chain link fence with two gates.
- Removal of selected trees, including two (2) Eucalyptus trees approximately eight (8) feet in diameter.
- All other incidental work.

The work site is located in Soquel, Santa Cruz County, CA.

## **SECTION 501. SPECIFICATIONS & PLANS**

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, Standard Specifications and Standard Plans of the California Department of Transportation and Standard Specifications & Standard Plans of the County of Santa Cruz, California.

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.)

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.

## **SECTION 502. CHECKLIST FOR BIDDERS**

- Bid Opening is scheduled for **July 15, 2003 at 2:00 PM** in the SCWD Board Room, 5180 Soquel Drive, Soquel, CA 95073.
- **DO NOT REMOVE BID DOCUMENTS FROM THESE BOUND SPECIFICATIONS.** Unbound bid documents will result in immediate disqualification.
- **SIGN & INCLUDE ALL ADDENDUM(S) WITH THE BID DOCUMENTS.** Bid Documents with missing addendums will result in immediate disqualification.
- Include a bidder's bond, certified check, or cashier's check for the amount equal to 10% of the bid amount.
- 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.

If you have any questions, please contact the Engineering Department at 831-475-8500.

## **SECTION 503. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

It is estimated that a maximum of 30 days shall pass from the date sealed bids are opened until the "Notice to Proceed" is issued.

The Contractor shall return the executed contract accompanied by bonds and insurance certificates following the award of the contract. The District shall issue a letter and Purchase Order authorizing the Contractor to begin construction. The Contractor shall begin work per the Start Date set on the "Notice to Proceed," unless the District has approved a time extension. The District may delay the start of work due to such factors as inclement weather, material availability, and other unforeseen factors.

### ***SECTION 503.1 CONTRACT TIME OF COMPLETION***

Contract Time of Completion shall be **20-working** days following the effective date of the Notice to Proceed.

The Contractor shall not perform work before 8:00 AM or after 5:00 PM each workday except for emergencies as defined in the SCWD Standard Specifications and Standard Plans. The Contractor shall not work on Saturdays, Sundays 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.

**SECTION 503.2 LIQUIDATED DAMAGES**

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

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>		
<b>ORIGINIAL AMOUNT OF CONTRACT</b>		<b>PER DIEM AMOUNT OF LIQUIDATED DAMAGES</b>
<b>FOR MORE THAN</b>	<b>UP TO AND INCLUDING</b>	
\$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

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

**SECTION 503.3 PRECONSTRUCTION CONFERENCE**

The Contractor shall meet with the District at the District Office following award of contract, but prior to commencement of site work. The Contractor shall furnish to the District at the preconstruction meeting the following items:

- A list of names, titles, addresses and telephone numbers of the Contractor’s personnel related to the project. Emergency and after-hours telephone numbers are to be included.
- A construction schedule setting forth the sequence in which construction will proceed. The schedule shall be a time-scale critical path type. Refer to Section 106.06, “Schedule” of SCWD Standard Specifications.
- Material submittals (5 copies minimum) per Section 107.10, “Submittals” of SCWD Standard Specifications.
- A general notice describing the construction project and the expected impact on nearby residences. The Contractor shall also outline the Contractors’ willingness to minimize inconveniences to local residences. The Contractor shall deliver (not mail) the notice to local businesses and residents in the area 5 days prior to the Start of Construction. The Contractor shall include on the notice the Contractor’s telephone number and the contact person’s name. The Contractor shall submit the notice to the District for approval prior to distribution.

## **SECTION 503.4 INSURANCE REQUIREMENTS**

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

### **Coverage**

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

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

### **Limits**

The Contractor shall maintain limits no less than the following:

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

### **Required Provisions**

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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

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.

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.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Soquel Creek Water District.

**Deductibles and Self-Insured Retentions**

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.

**Acceptability of Insurers**

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.

**Workers' Compensation and Employer's Liability Insurance**

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.

**Responsibility for Work**

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-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

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.

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

### **Evidences of Insurance**

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.

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.

### **Continuation of Coverage**

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.

### **Sub-Contractors**

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.

### ***SECTION 503.5 HOLD HARMLESS AND INDEMNIFICATION***

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.

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.

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.

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.

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.

## **SECTION 504. GENERAL CONSTRUCTION**

### ***SECTION 504.1 REFERENCED SPECIFICATIONS***

The Contractor shall perform the work specified herein in accordance with Soquel Creek Water District Standard Specifications and Plans, adopted by the Board of Directors on August 2, 1994, periodic updates that have been approved by the Chief Engineer and distributed to Specification holders, applicable provisions of the State of California Standard Specifications

(CALTRANS) current edition, and the current edition of the County of Santa Cruz Design Criteria Manual when applicable.

### ***SECTION 504.2 EXISTING CONDITIONS***

Existing utilities, structures and natural features, where known, have been indicated at their approximate locations on the Contract Plans. The locations of such features are intended only as an aid to the Contractor and in no way relieves him of the responsibility of determining and verifying the size and locations of all potential conflicts which might be encountered in the performance of the work, whether indicated on the plans or not.

### ***SECTION 504.3 PROTECTION OF PROPERTY & MATERIAL***

#### **Description**

The Contractor shall contact each property and business owner having access along project corridor with a District approved letter (submitted to and approved by the District) and shall keep area residents informed of the plan of operation throughout the course of this contract.

The Contractor shall protect in place or remove and replace all existing utilities and public or private improvements (whether they are specifically noted on the Contract Plans or not) including but not limited to all berms, curbs, gutters, walkways, sidewalks, driveways, trail-ways, storm drains, landscaping materials, landscape irrigation, landscape electrical systems, walls and fences in place. The Contractor shall correct or replace any damaged utilities or improvements as part of the contract work. No additional compensation will be considered.

#### **Measurement and Payment**

The Contractor shall include, in the contract unit or lump sum prices for other items of work, all costs associated with "Protection of Property and Materials." The District will not consider any additional compensation.

### ***SECTION 504.4 SAFETY PLAN***

#### **Description**

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. The Contractor shall prepare a Safety Plan in accordance with the provisions of Section 202.03.02, "Safety Plan" of SCWD Standard Specifications. The

Contractor shall include in the Safety Plan provisions for handling hazardous and toxic materials, and the protection of all persons having access, authorized or not, to the work site. Such plan shall be submitted to and accepted by SCWD prior to starting excavation.

**Measurement and Payment**

The Contractor shall include, in the contract unit or lump sum prices for other items of work, all costs associated with “Safety Plan.” The District will not consider any additional compensation.

***SECTION 504.5 HAZARDOUS MATERIAL HANDLING***

**Description**

The Contractor shall be responsible for all safety issues related to this work including but not limited to site security, ventilation, lifesaving equipment, product security, and fire safety.

The Contractor shall be responsible for all hazardous and toxic material handling requirements of California Occupational Safety and Health Act (Cal-OSHA), the California Department of Environmental Quality, the United States Department of Environmental Protection, and local and state fire and health agencies. These provisions apply to the handling and disposal of all products used or created by the Contractor.

The Contractor shall provide a lockable storage facility on site for all hazardous materials.

**Measurement and Payment**

The Contractor shall include, in the contract unit or lump sum prices for other items of work, all costs associated with “Hazardous Material Handling.” The District will not consider any additional compensation.

***SECTION 504.6 UTILITIES***

**Description**

Existing utility locations shown on Contract Plans are based on field survey and records furnished by utility companies. Where underground main conductors or conduits such as water, gas, sewer, telephone, electric power, or cable television are shown on the Contract Plans, the Contractor shall assume that a service lateral from each conductor or conduit extends to every parcel or property whether or not a service lateral is shown.

The Contractor shall not interrupt or disturb any utility facility without authority from the utility or order from the District. The Contractor shall furnish and place the necessary protection around the utility when protection is called for on the Contract Plans, visible to the Contractor, or

marked as such. The Contractor shall install the utility protection at no additional expense to the District.

## **SECTION 505. SITE IMPROVEMENTS**

### ***SECTION 505.1 GENERAL***

In the event that archaeological remains are found during excavation, the Contractor shall stop excavation in that area and contact the District Inspector or the District Engineer immediately. In the event that human remains are discovered, the Contractor shall stop excavation at that location and mobilize to a different portion of the project. The District shall then notify the County Coroner at (831) 454-2520 and treat any remains according to applicable State Law, including California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097. If there is doubt as to whether the remains are human or not, the District should first contact the Sheriff Dispatch office at (831) 471-1121 and request a Patrol Deputy be dispatched to the site to assess the remains. If needed, the Patrol Deputy will contact the County Coroner.

#### **Compaction Testing**

The District may administer compaction testing. The Contractor shall assist the District during compaction testing at no additional expense to the District.

If additional compaction testing is required due to failing tests, the additional testing expense will be charged to the Contractor. If the Contractor requests testing of native material, additional testing expenses will be charged to the Contractor. A soils engineer shall prepare the compaction report.

#### **Tannery Well Site Improvements**

- Removal of one hundred (100) yards of existing soil.
- Grading site to drain.
- Installation of forty (40) yards of clean class II aggregate base rock to roadway and surrounding well building area as indicated on the project plans per Soquel Creek Water District Standard Specifications and Standard Plans, Section 309.04, compacted to 90% R.C.
- Application of twelve hundred (1200) square feet of prime oil and two-coat coarse screenings to roadway as indicated on the project plans as per State of California Department of Transportation Standard Specifications, Section 37-1.
- Removal of a section of existing chain link fence and installation of two hundred thirty (230) lineal feet of new chain link fence and two

gates integrated with the remaining section of existing fence as indicated on the project plans per Soquel Creek Water District Standard Specifications and Standard Plans, Section 313 and Standard No. S-5.

- Removal of selected trees, including two (2) Eucalyptus trees, each approximately eight (8) feet in diameter.
- All other incidental work.

#### **Measurement and Payment**

The Contractor shall include, in the contract unit or lump sum prices for other items of work, all costs associated with “Site Improvements.” The District will not consider any additional compensation.

## **SECTION 506. APPENDIX**

### ***SECTION 506.1 SOQUEL CREEK WATER DISTRICT STANDARD SPECIFICATIONS AND STANDARD PLANS 6-FOOT CHAIN LINK FENCE, STD. NO. S-5***