

SPECIAL PROVISIONS

SECTION 5 OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS

TABLE OF CONTENTS

501	GENERAL	3
501.1	PROJECT SCHEDULE.....	3
501.2	PROTECTION OF PROPERTY AND MATERIALS	3
501.3	PRE-CONSTRUCTION CONFERENCES	4
501.4	SUPERINTENDENCE	4
501.5	INSURANCE REQUIREMENTS.....	4
501.6	HOLD HARMLESS AND INDEMNIFICATION	7
502	CONSTRUCTION.....	9
502.1	GENERAL REQUIREMENTS.....	9
502.2	INTERIOR WALL CONSTRUCTION.....	9
502.3	DOOR CONSTRUCTION	9
502.4	PAINTING.....	10
502.5	CHEMICAL FEED ROOM VENTILATION SYSTEM.....	10
502.6	CHEMICAL FEED EQUIPMENT.....	10
502.7	CHEMICAL TANKS.....	10
502.8	ELECTRICAL.....	11
502.9	SHOP DRAWINGS	11
502.10	MEASUREMENT AND PAYMENT	11
503	ATTACHMENT A.....	12

501 GENERAL

501.1 Project Schedule

- 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 **15-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 Contractor shall be responsible for supplying power necessary to complete all work.
- D. 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

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".

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.

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

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

sites at the District's direction. 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. 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. 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.

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

- 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 in writing by the District Engineer
- C. The schedule shall specify tasks and time periods for completing each task.
- D. The Contractor shall provide certification of conformance with the Contract Documents.

501.4 Superintendence

- 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 direction given to him by the District shall be as binding as given to the Contractor.
- B. The Contractor should refer to SCWD Specification 106.05, "Superintendence" for further information regarding superintendence.

501.5 Insurance requirements

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:

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

- 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.

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

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

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

- 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

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

- 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.

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

502 CONSTRUCTION

502.1 General Requirements

- A. The project involves installation of a arsenic treatment system within an existing building known as the T. Hopkins Well and Pump Station, located along Aptos Creek Road in Aptos, California. The treatment system will require construction of one (1) new interior wall within an existing building, construction of one (1) new door, and the installation of a vent, pump, solution line, two (2) new chemical holding tanks, and providing electrical power from an existing panel.
- B. The location of the interior wall, door, vent, and treatment system shall be in accordance with these specifications and attached plans. The Contractor shall coordinate with the District Engineer to determine exact layout and placement of all modifications prior to ordering materials for system components
- C. A map is provided as "Attachment A."

502.2 Interior Wall Construction

- A. The Contractor shall construct an interior wall for the purpose of providing a separate Ferric Chloride chemical storage room for the treatment process proposed.
- B. The Contractor shall furnish and install one (1) new interior wall constructed of Doug Fir wood studs and extend from the floor to the ceiling with no openings. Five eights inch (5/8") thick CDX plywood shall be attached with nails to both sides of the interior wall.
- C. The wall shall be firmly attached to the floor and sealed to prevent liquid from seeping underneath.
- D. A solution line shall extend through the new wall, connecting the new pump to the existing chlorination injection point.
- E. Light and ceiling vent openings shall be modified, as necessary to accommodate the new interior wall.

502.3 Door Construction

- A. The Contractor shall cut and remove existing CMU Block to provide an opening for a new door.
- B. The Contractor shall furnish and install one (1) new single standard metal door with a new frame and sill within the existing building wall.
- C. The hollow steel door shall be manufactured of not less than No. 18 gauge steel. The door shall be 1-3/4" thick and shall be louvered as noted. Louvers shall be a minimum of No. 16 gauge galvanized steel and shall be weatherproof. Removable insect screens shall be installed on the inside face of the louver and shall be 0.063 x 1/4" aluminum screen set in a fixed aluminum frame. Doors shall be manufactured by Ceco Regent or approved equal.
- D. The door and frame shall have an interior and exterior zinc coating or similar corrosion protection.
- E. The Contractor shall furnish and install all door hardware and hardware provided shall match existing hardware or approved equal.

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

502.4 Painting

- A. The Contractor shall provide paint manufactured by Fuller O'Brien, or approved equal. Both primer paint and top coat paint shall be of the same manufacturer.
- B. All materials shall be delivered to the job site unopened in the original containers.
- C. The Contractor shall paint interior wall surfaces and door components including jams. Paint used shall be approved for corrosive environment.
- D. The Contractor shall match existing colors and submit color samples to the District Engineer for approval.

502.5 Chemical Feed Room Ventilation System

- A. The Contractor shall furnish and install one (1) ventilation system consisting of a vent constructed in the existing CMU block wall.
- B. The new vent shall match the existing vent in size and type.

502.6 Chemical Feed Equipment

- A. The Contractor shall furnish and install all pipes, fittings, closure pieces, bolts, nuts, gaskets, and related appurtenances as required for one (1) new, complete, and workable chemical feed pump and solution feed tube.
- B. The Contractor shall provide a pump with all suction lines, discharge lines, and connections, as necessary.
- C. The pump used shall be a 110 volt, single phase, 60 hertz, diaphragm pump such as Model 44-1Y2 pump with a Model SCR proportional control, as manufactured by Wallace and Tiernan, or approved equal.
- D. The pump shall be constructed so as to render the housing and pump end corrosion resistant and compatible with the Ferric Chloride material to be used for chemical feed.
- E. The Contractor shall provide a pump capable of pumping up to 5 gallons per hour and have a maximum output pressure of 150 psi.
- F. All lines and diffusers shall be of the same manufacturer as the feed pumps.
- G. The pump shall be capable of variable output controlled by means of a 4-20 ma signal. The Contractor shall furnish and install all necessary transmitters and equipment to provide a functional unit.
- H. The Contractor shall provide a pump base or pedestal, firmly attached to the wall.

502.7 Chemical Tanks

- A. The Contractor shall furnish and install one (1) new 55 gallon chemical storage tank for Ferric Chloride.
- B. The Contractor shall furnish and install one (1) new 400 gallon chemical storage tank.
- C. Both tanks shall be upright open top, translucent, extra heavy wall with a 3 inch internal flange.

T. Hopkins Arsenic Removal Treatment System Installation
And Building Modifications

502.8 Electrical

- A. The Contractor shall provide all materials, labor, and equipment and services necessary to furnish and install complete working electrical system to provide electrical power from the existing electrical panel to the pump.
- B. The Contractor shall be responsible for obtaining any permits and approvals for electrical work, as necessary.
- C. All electrical work shall be in accordance with state and federal requirements and approved standards.
- D. All fixtures shall be UL listed components.
- E. All conduit runs shall be rigid and intermediate conduit shall be new galvanized threaded, conforming to UL. All couplings and connectors shall be threaded.
- F. All work shall be preformed by competent workmen, skilled in electrical installation.

502.9 Shop Drawings

- A. The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, or other material furnished by the contractor to explain in detail specific portions of the work required under contract.
- B. The Contractor shall provide drawings showing wall and door layout for construction, electrical installation configuration, pump base or pedestal installation configuration, and proposed layout of chemical feed system layout.
- C. Drawings shall show specific parts and equipment and provide general dimensions for locations of each component in relation to existing building and equipment.

502.10 Measurement And Payment

- A. Upon completion of construction and equipment installation, the Contractor shall demonstrate performance of all furnished equipment to ensure compliance with the manufacturers performance specifications and the conditions described herein.
- B. The Contactor shall provide an operation manual for the chemical feed pump operation.
- C. Each item and component shall be installed in accordance with accepted industry standards and the manufacturer's installation instructions for proper use of chemical feed equipment.
- D. Payment will be made on a lump sum basis based upon the percentage of work completed at the time of invoice submittal to the District.

503 ATTACHMENT A

A-1 Site Map

A-2 Proposed Building Modification Drawing