

# **SPECIAL PROVISIONS**

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

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## 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

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**

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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 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**

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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 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**

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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:

Well Destruction at Aptos Par 3, Park Wilshire Nos. 1&2

- 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 WATER WELL DESTRUCTION**

### **502.1 General Requirements**

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- A. The Contractor shall possess a valid C-57 Well Drilling Contractor license issued by the State of California, Department of Consumer Affairs.
- B. The Contractor providing well destruction shall be qualified and have sufficient experience in similar projects, as evidenced by at least five years of similar type work within the State of California.
- C. The Contractor shall destroy wells in accordance with Water Well Standards: State of California - Bulletin 74-81 (Dec. 1981), California Well Standards – Bulletin 74-90, and applicable well standards of the County of Santa Cruz.
- D. Work shall consist of destruction of three (3) wells located on District property.
- E. The following wells require destruction: Aptos Par 3; Park Wilshire No. 1; and, Park Wilshire No. 2, located in Santa Cruz County.
- F. Access to each well may be limited by private property located adjacent to each well.
- G. A map locating each well and available well drilling logs are provided as “Attachment A.”

### **502.2 Permit Requirements**

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- A. The Contractor shall obtain appropriate permits or clearances, pursuant to local, state, or federal requirements, to conduct well investigation and destruction.
- B. The Contractor shall not commence work until written permit or approval has been obtained from the County of Santa Cruz, Environmental Health Service.
- C. All work shall be contingent on the District securing right of entry agreements from parcel owners for access into adjacent property in order to conduct work.
- D. The District shall not be held liable for any delay associated with failure to obtain right of entry agreements in a timely manner.

### **502.3 Preliminary Work Requirements**

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- A. Before destruction, the Contractor shall investigate each well to determine its condition, verify or confirm details of construction, and determine whether there are any obstructions that may interfere with the process of filling and sealing the well.
- B. For each well investigated, the Contractor shall prepare a written report and associated work plan for appropriate destruction of each well.
- C. Each work plan for well destruction shall include a description of present well conditions, the nature of ground water zones encountered, and the proposed method and materials to be used to appropriately destroy each well.
- D. Investigation reports are to be included as part of the overall work plan and the Contractor shall obtain approval from the District Engineer for destruction methods and materials to be used prior to conducting any work.

Well Destruction at Aptos Par 3, Park Wilshire Nos. 1&2

## **502.4 Destruction Requirements**

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- A. The Contractor shall provide a 5 foot deep excavation around the well and remove the well casing to the bottom of the excavation.
- B. Pending preliminary investigation results, the Contractor may be directed to remove a greater portion of the well casing from each well.
- C. The Contractor shall use sealing materials consisting of neat cement grout, sand-cement grout, or concrete.
- D. The Contractor shall pour sealing material in one continuous operation.
- E. The Contractor shall ensure that sealing materials completely fill the well casing and any annular space and nearby voids within all zones to be sealed.
- F. The Contractor shall allow sealing material to spill into an area around the top of the well casing to form a cap 5 foot deep and 7.5 feet in diameter (minimum).
- G. Pending preliminary investigation results, the Contractor shall be required to perforate or otherwise puncture the well casing to accomplish annular space filling.
- H. Pending preliminary investigation results, the Contractor may be directed to place sealing material under pressure to force material into surrounding formation. In such cases, pressure shall be maintained until sealing materials have set.
- I. All well destruction shall be done in the presence of the District Engineer or a designated representative.
- J. The Contractor shall document the amount of sealing material used to assure sufficient material has sealed the well and "bridging" has not occurred within the well casing to be filled.
- K. The District Engineer shall provide written approval for use of any "filler" material for well destruction. In no case, shall the Contractor use any type material containing organic matter.
- L. Upon completion of well destruction, the Contractor shall provide native soil or other suitable material as backfill over destroyed well site and restore area to grade.

## **502.5 Measurement And Payment**

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- A. Under this item, the Contractor shall provide all labor, equipment, and materials necessary to destroy three (3) District wells.
- B. Price for each well destroyed shall be considered as a lump sum and no extras shall be considered.

**503 ATTACHMENT A**

A-1 Site Map of Well Locations

A-2 Historic Well Drilling Logs