

DIVISION FIVE
SPECIAL PROVISIONS
FOR
TWIN LAKES CHURCH SEAWATER INTRUSION PREVENTION
PILOT RECHARGE WELL PROJECT

TABLE OF CONTENTS

SECTION 500. DESCRIPTION OF WORK.....3

SECTION 501. SPECIFICATIONS & PLANS.....3

SECTION 501.1 PUBLIC RECORDS ACT4

Audit and Examination of Records4

SECTION 501.2 SAFETY COMPLIANCE.....5

SECTION 501.3 COLLUSION.....5

SECTION 502. CHECKLIST FOR BIDDERS5

SECTION 503. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES.....6

SECTION 503.1 CONTRACT TIME OF COMPLETION6

SECTION 503.2 LIQUIDATED DAMAGES.....7

SECTION 503.3 PRECONSTRUCTION CONFERENCE.....7

SECTION 503.4 PUBLIC MEETING.....7

SECTION 503.5 INSURANCE REQUIREMENTS.....8

Coverage.....8

Limits8

Required Provisions.....8

Deductibles and Self-Insured Retentions10

Acceptability of Insurers.....10

Workers' Compensation and Employer's Liability Insurance.....10

Responsibility for Work10

Evidences of Insurance.....11

Continuation of Coverage.....11

Sub-Contractors.....11

SECTION 503.6 HOLD HARMLESS AND INDEMNIFICATION11

SECTION 504. GENERAL CONSTRUCTION 13

SECTION 504.1 REFERENCED SPECIFICATIONS.....13

SECTION 504.2 ORDER OF WORK.....13

SECTION 504.3 COMPLIANCE WITH MITIGATION MONITORING PROGRAM13

Biological Resources14

Cultural Resources and Paleontological Resources.....14

Measurement and Payment.....15

SECTION 504.4 CONSTRUCTION BEST MANAGEMENT PRACTICES.....15

SECTION 504.5 EXISTING CONDITIONS16

SECTION 504.6 COUNTY REQUIREMENTS.....17

SECTION 504.7 TRAFFIC CONTROL17

Description17

Measurement and Payment.....18

SECTION 504.8 DUST SUPPRESSION AND SITE MAINTENANCE.....18

<i>Measurement and Payment</i>	18
SECTION 504.9 PROTECTION OF PROPERTY & MATERIAL.....	18
<i>Description</i>	18
<i>Measurement and Payment</i>	19
SECTION 504.10 SAFETY PLAN	19
<i>Description</i>	19
<i>Measurement and Payment</i>	20
SECTION 504.11 UTILITIES	20
<i>Description</i>	20
<i>Measurement and Payment</i>	20
SECTION 504.12 TREE REMOVAL	21
<i>Description</i>	21
<i>Measurement and Payment</i>	21
SECTION 505. APPENDIX 1	21
SECTION 505.1 COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS ENCROACHMENT PERMIT “GENERAL PROVISIONS”	22

SECTION 500. DESCRIPTION OF WORK

The TLC Pilot Well site is located within the southeast portion of the Twin Lakes Church property at 2701 Cabrillo College Drive, Aptos, California. The site includes space for the execution and staging of operations for a drilling project. Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for site preparation, drilling, construction, development, testing, and completion of the well as described in the Division Six, "Technical Provisions."

The Contractor shall be required to abide by all mitigation measures identified in these specifications and any subsequent addenda during construction contracted improvements. The Contractor shall also be responsible for contracting with PG&E to provide temporary electrical service to the site.

Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

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, including subsequent updates published on the District's web page (www.soquelcreekwater.org), 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 online at <https://www.soquelcreekwater.org/capital-improvement-projects/plans-and-specs> (For more information, please call 831-475-8500.)

In case of conflict between the SCWD Standard Specifications and Standard Plans and these special provisions, technical provisions, and the technical specifications, the special provisions, technical provisions, and technical specifications shall take precedence and be used in lieu of such conflicting portions. It is the Contractor's responsibility to become familiar with SCWD Standard Specifications.

SECTION 501.1 PUBLIC RECORDS ACT

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of District's business, including information submitted by the Contractor ("Records"), shall become the exclusive property of District and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by the Contractor to District.

Contractor, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action brought or instituted by Contractor opposing disclosure of Record and shall indemnify and hold District harmless from all costs and expenses including attorney's fees and costs of litigation in connection with any such action.

The District will have no liability to Contractor or Contractor's privities concerning disclosure of records in accordance with the California Public Records Act or other applicable law or in accordance with the direction of any competent authority, and Contractor, on behalf of itself, and its privities waives, releases and fully discharges such liability.

Audit and Examination of Records

The District may examine and audit at its own cost and expense all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Work related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Work related data. The Contractor will make available all such Work-related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Work related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

SECTION 501.2 SAFETY COMPLIANCE

The Owner requires that the Contractor conduct its operations in a manner to eliminate or reduce hazards and risks associated with the Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Each Bidder shall certify under penalty of perjury that it will provide evidence that it can comply with the required mandatory Safety Programs delineated in the Affidavit of Safety Compliance contained herein these contract documents.

If the Bidder does not submit an Affidavit of Safety Compliance with the Bid, the Bid may be deemed non-responsive or the Bidder deemed a non-responsible Bidder and be disqualified.

SECTION 501.3 COLLUSION

If the Owner has reason to believe that collusion exists among bidders, the Owner will reject the bids of the known participants in such collusion and may, at its option, require that all bidders certify under penalty of perjury, that no collusion has occurred or exists. The Owner also, at its option, may reject all bids received. In accordance with Public Contract Code Section 7106 the Contractor shall complete and file with its proposal the Non-Collusion Affidavit contained herein. Public Contract Code Section 7106 requires that the affidavit must be duly sworn.

SECTION 502. CHECKLIST FOR BIDDERS

- Bid Opening is scheduled for **December 4, 2018 at 2:00 PM** in the SCWD Board Room, 5180 Soquel Drive, Soquel, CA 95073.
- Register with District as a Plan Holder using "Plan Holders Registration Form."
- Fill out, sign and included the Bid Form.
- Fill out and Included Bid Proposal
- 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 "responsible" "responsive" and "qualified" competitive bidder shall complete the green sheets after the project has been awarded.

- Complete and attach Certification of Bidder's Experience.
- Complete and attach Safety Compliance Affidavit w/Contractor's Safety Operation Requirements
- Complete and attach Non-Collusion Affidavit
- Complete and attach Site Visit Affidavit
- Include an estimated construction schedule presented in Gantt Chart style with durations corresponding to each bid item.
- Provide a description of the drilling and fluid system to be used in conformance with the Technical Specifications.
- Include the source, design and operator of proposed turbidity-reduction system in conformance with the Technical Specifications.

Neglect to include any of the above items is grounds for dismissing the bid as non-responsive. 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, environmental conditions, and other unforeseen factors.

SECTION 503.1 CONTRACT TIME OF COMPLETION

Contract Time of Completion shall be **ninety-(90) working** days following the effective date of the Notice to Proceed.

The Contractor shall not perform work before 8:00 AM or after 6:00 PM each workday except for emergencies as defined in the SCWD Standard Specifications and Standard Plans and for 24-hour drilling and testing

operations. The Contractor shall not work on Saturdays, Sundays or holidays except as required during the 24-7 drilling and testing period. 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.

SCHEDULE OF LIQUIDATED DAMAGES		
ORIGINIAL 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

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.
- Material Submittals, Safety Plan, Welders Certification, Etc. (5 copies minimum) per Section 107.10, "Submittals" of SCWD Standard Specifications.
- A Traffic Control Plan per Section 203, "Traffic Control" of SCWD Standard Specifications and these Special Provisions.

SECTION 503.4 PUBLIC MEETING

The Contractor shall, if requested by the District, attend a public meeting prior to the start of construction. The time commitment for the public meeting shall be no more than 2 hours.

SECTION 503.5 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 - Five million dollars (\$5,000,000) 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents.

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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents. Any insurance, self-insurance, or other coverage maintained by the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents.
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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents.

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 503.6 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents, 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents, 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents except the sole negligence or willful misconduct or active negligence of Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents;
- 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents.

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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents 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, Twin Lakes Church and its directors, officers, employees and agents, and the State Water Board, and its officers, employees, and agents.

SECTION 504. GENERAL CONSTRUCTION

SECTION 504.1 REFERENCED SPECIFICATIONS

The Contractor shall perform the work specified herein in accordance with the Technical Specifications, Soquel Creek Water District Standard Specifications and Plans, adopted by the Board of Directors on August 2, 1994, including periodic updates that have been approved by the Chief Engineer and published on the District's web page (www.soquelcreekwater.org), 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 ORDER OF WORK

The District reserves the right to determine the order of work.

SECTION 504.3 COMPLIANCE WITH MITIGATION MONITORING PROGRAM

The District has prepared a Mitigated Negative Declaration Report that includes a Mitigation Monitoring and Reporting Plan (MMRP). This report outlines specific requirements for mitigating potential environmental effects of the project related to Biological Resources and Cultural Resources are described below.

Biological Resources

Preconstruction Nesting Bird Surveys in Areas that Provide Suitable Habitat

Prior to construction the District will implement “Preconstruction Nesting Bird Surveys” as described in the MMRP by contracting with a qualified biologist experienced in conducting nesting bird surveys. The Contractor shall be aware such surveys may restrict construction activities by creating suitable protective buffers around the nesting areas.

The District will be responsible for enforcement and documenting compliance. The buffer area limits would ensure that construction activities would not cause an adult to abandon an active nest of eggs or young, or change an adult’s behavior such that it would interfere with incubation, brooding or feeding. If work is stopped for a period of 14 days or more during the nesting bird season, a new pre-construction survey will be conducted prior to the commencement of construction activities. The Construction Manager will document any delays caused due to discovery of nesting songbirds and /or raptors.

Preconstruction Bat Surveys

In advance of tree removal, the District will implement “Preconstruction Bat Survey” as described in the MMRP by contracting with a qualified biologist to characterize potential bat habitat and identify active roost sites within the Project site. The District will be responsible for enforcement and documenting compliance if required. The Construction Manager will document any delays caused due to the presence of roosting bats.

Cultural Resources and Paleontological Resources

Accidental discovery of Cultural or Paleontological Resources will require the implementation of archaeological, and paleontological discoveries mitigation measures.

In the event that any prehistoric or historic subsurface cultural resources are discovered during ground-disturbing activities, such as structural features or unusual amounts of bone or shell, artifacts, human remains, architectural remains (such as bricks or other foundation elements), or historic archaeological artifacts (such as antique glass bottles, ceramics, etc.), all work within 100 feet of the resources shall be halted and immediately reported to the Construction Manager. The Construction Manager will document any delays caused due to discovery of cultural or paleontological resources.

The District shall consult with a qualified archaeologist or paleontologist to assess the significance of the find. The Contractor shall abide by the accidental discovery measures, including procedures related to the discovery of human remains. Construction activities will resume only at the direction of Santa Cruz County Planning Staff and/or the District. If the discovery includes human remains, the District, with assistance from a qualified archaeologist will contact the Santa Cruz County coroner to ensure the appropriate actions are taken.

The Contractor will ensure that all construction workers, including sub-contractors, attend a cultural and paleontological resources training prior to conducting ground-disturbing activities, including excavation and grading. The District will maintain records of attendees.

Measurement and Payment

The Contractor shall include all costs associated with Compliance with Mitigation Monitoring Program, in the contract unit or lump sum prices for other items of work. The District will not consider any additional compensation.

SECTION 504.4 CONSTRUCTION BEST MANAGEMENT PRACTICES

The contractor shall implement construction Best Management Practices (BMPs) to minimize the accidental release of hazardous construction materials during construction. At a minimum, the following BMPs shall be required:

Water Quality Best Management Practices

- Place drip pans under construction vehicles and all parked equipment.
- Check construction equipment for leaks regularly.
- Refuel vehicles and equipment no less than 100 feet from adjacent creeks, drainages, and storm drains to minimize the risk of run-on, runoff, and spills that could affect water bodies.
- Conduct fueling in paved and curbed areas to contain spills if this is possible; if not, refuel over drip pans or absorptive mats.
- Cover all storm drain inlets when paving or applying seals or similar materials to prevent the offsite discharge of these materials.
- When concrete is to be used in construction within 100 feet of streams, concrete wash areas shall be located so they do not drain directly into streams. If a concrete wash area drains into a water body, catch basins shall be constructed to intercept sediment before it reaches the channels. Concrete wash areas shall be graded if necessary to reduce the potential for erosion.

- Equipment and materials shall be stored at least 50 feet from waterways. No debris (such as trash and spoils) shall be deposited within 100 feet of creeks. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks.

Waste Management and Hazardous Materials Pollution Control

- Require secondary containment of hazardous construction chemicals to prevent the accidental release of these chemicals to the stormwater drainage system and adjacent waterways
- Remove trash and construction debris from the project area at regular intervals
- Store all hazardous materials in an area protected from rainfall and stormwater run-on and prevent the offsite discharge of leaks or spills
- Minimize the potential for contamination of adjacent creeks, drainages, and other waters by maintaining spill containment and clean up equipment onsite, and by properly labeling and disposing of hazardous wastes
- Train construction personnel in proper material delivery, handling, storage, cleanup, and disposal procedures
- Document compliance with storage and handling requirements for hazardous materials on a daily basis.

Erosion Control Plan

A site-specific Erosion Control Plan has been prepared for this project in the project plans. The contractor shall implement the Erosion Control Plan prior to construction mobilization and maintain it throughout the project.

Measurement and Payment

The Contractor shall include all costs associated with Construction Best Management Practices in the contract unit or lump sum prices for other items of work. The District will not consider any additional compensation.

SECTION 504.5 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 them 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.

The Contractor shall restore drainage patterns and facilities to pre-existing conditions.

SECTION 504.6 COUNTY REQUIREMENTS

In the event that a County Encroachment Permit is required, the District shall secure it. The Contractor shall review said permits prior to construction in the County Right of Way and shall comply with all requirements as stated in the permits. The Contractor shall comply with the General Provisions of the Encroachment Permit which are included in the appendices. The District shall pay all fees associated with necessary encroachment permits for this project.

The Contractor is advised that the County may not permit the closure of any county-maintained road. All roads included in the project are subject to remaining open. The Contractor shall include all costs associated with maintaining roads open to traffic in the contract unit or lump sum prices for other items of work. The District will not consider any additional compensation.

SECTION 504.7 TRAFFIC CONTROL

Description

The Contractor shall provide flagmen and signs as necessary to safely direct traffic accessing the site.

For any activities that encroach into a public or private road, the Contractor shall submit a traffic control plan a minimum of fifteen (15) days prior to the start of such construction activities. The District and County of Santa Cruz shall approve the plan prior to construction. The Contractor shall provide a plan in compliance with the State of California, Department of Transportation “California Manual on Uniform Traffic Control Devices for Streets and Highways,” latest edition.

The Contractor shall inspect traffic control signs, barricades, and delineators and shall maintain them in accordance with the approved traffic control plan throughout each workday. All barricades in use after daylight shall be lighted.

The Contractor shall post “No Parking” signs as required 72 hours prior to construction at 50’ maximum spacing. The Contractor shall check and maintain said signs on a daily basis. The Contractor shall ensure “No Parking” signs clearly state the enforced dates and shall update them as necessary.

Measurement and Payment

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

SECTION 504.8 DUST SUPPRESSION AND SITE MAINTENANCE

The Contractor shall maintain the project site in a clean and orderly fashion, including cleaning up the site at the end of each work day, removing trash and construction debris at regular intervals, stockpiling materials neatly, and organizing equipment and material storage areas. To the extent feasible, construction equipment and materials shall be stored away from public views. Equipment and materials shall be removed, and the sites shall be regraded and revegetated to original conditions promptly following completion of construction activities. The Contractor is also referred to Section 106 of the SQWD Standard Specifications.

The Contractor shall implement a dust suppression plan if requested by the District Engineer. If a mechanical broom sweeper is used, it shall be equipped with water nozzles to minimize dust. At the end of each workday, the Contractor shall clean construction debris from the roadway.

Measurement and Payment

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

SECTION 504.9 PROTECTION OF PROPERTY & MATERIAL

Description

The Contractor shall protect the road surface and shall restore said surface to an equivalent or better condition upon completion of all work. The Contractor shall make any interim repairs or maintenance that may be requested by the District Engineer or Inspector during the course of work.

The Contractor shall replace traffic striping and pavement markings destroyed or damaged during construction with temporary striping or markings acceptable to the District. The Contractor shall install temporary striping prior to reopening streets to traffic.

The Contractor shall permanently restore all traffic striping and pavement markings within seven days of final paving at the District's direction.

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.

The Contractor shall not disturb existing survey monuments or benchmarks. The Contractor shall contact a registered civil engineer or land surveyor to remove or replace monuments. The Contractor shall ensure monument ties be established prior to removal.

The Contractor shall replace complete concrete panels or between existing concrete joints during replacement of any concrete work. The Contractor shall replace colored concrete with colored concrete to match when concrete is removed.

Measurement and Payment

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

SECTION 504.10 SAFETY PLAN

Description

In carrying out the work, 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 the District prior to starting excavation.

In addition, the Contractor shall provide written safety programs identified in the “Contractor’s Safety operations Requirements” of Affidavit of Safety Compliance accompanying the bid.

Measurement and Payment

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

SECTION 504.11 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 contact Underground Service Alert and nonmember companies or utilities at least two (2) working days prior to excavating any segment of the work. The Contractor shall be prepared to produce USA ticket number at the request of the District.

The Contractor shall provide utility offsets after the first marking has occurred. The Contractor shall deliver one copy of offset markings to the District no later than seven days after first marking occurred.

The Contractor shall immediately notify the District Engineer in writing, upon learning of the existence or location of any utility facility omitted from or shown incorrectly on the Contract Plans, or improperly marked or otherwise indicated. The Contractor shall provide full details as to depth, location, size, and function of the utility.

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.

Measurement and Payment

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

SECTION 504.12 TREE REMOVAL

Description

The Contractor shall remove and/or care for existing trees per the Soquel Creek Water District Well Site plans (Site Plan) prepared by Ifland Engineers, Inc. Job No. 17025.01.

The Contractor removing trees per the Site Plan shall dig out the stumps and root balls of each tree. Stump grinding will not be allowed.

For trees removed in the staging and construction areas that are disposed of via wood chipping, please make sure to contact the Air District's Engineering Division at (831) 647-9411 to discuss if a Portable Registration is necessary for the wood chipper being utilized for this project.

Measurement and Payment

The Contractor shall include all costs associated with "Tree Removal" in the lump sum prices for "Site Preparation per Ifland Engineers Plan". The District will not consider any additional compensation.

SECTION 505. APPENDIX 1

County of Santa Cruz Department of Public Works Encroachment Permit
"General Provisions."

SECTION 505.1 COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS ENCROACHMENT PERMIT "GENERAL PROVISIONS"

GENERAL PROVISIONS

1. **Definition:** This permit is issued pursuant to Chapter 9.70 of the Santa Cruz County Streets and Roads Code. The term "encroachment" is used in this permit as defined in said chapter 9.70 of said Code, except as otherwise provided for public agencies and franchise holders. This permit is revokable on five days notice.
2. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.
3. **No precedent established:** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency permitting certain kinds of encroachment to be reckoned within right of way of County highways.
4. **Notice prior to starting work:** Before starting work, the permittee shall notify the Director of Public Works or other designated employee. Such notice shall be given at least 48 hours in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the grantor's inspector.
5. **Keep permit on work:** The permit shall be kept at the site of the work and must be shown to any representative of the grantor or any law enforcement officer on demand.
6. **Permits from other agencies:** The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order of consent of any work hereunder from the Public Utilities Commission of the State of California or any other public board having jurisdiction and this permit shall be suspended in operation until such order of consent is obtained.
7. **Protection of traffic:** Adequate provisions shall be made for the protection of the traveling public. Barricades shall be placed with amber lights at night; also, flagmen employed. All of this may be required by the grantor for the particular work in progress. Warning signs, lights, and devices shall be placed in conformance with the requirements of the State of California, Department of Public Works.
8. **Minimum interference with traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted. One lane shall remain open to the traveling public at all times. Road closures are not allowed, except with special permission from the Director of Public Works.
9. **Storage of material:** No material shall be stored within two feet of the edge of the pavement or traveled way or within the shoulder line where the shoulders are wider than five feet. No supplies or equipment shall be stored on the highway until permittee is ready to start work.
10. **Cleanup right of way:** Upon completion of the work, all brush, timber, scraps, and material shall be entirely removed and the right of way left in as presentable condition as before work started.
11. All construction shall conform with the current edition of the California Division of Highways standard plans and specifications, and the design criteria of the County of Santa Cruz. In case of conflict, the conditions of this permit will take precedence over the standard specifications.
12. Trench Safety has not been checked and is NOT IMPLIED with this permit. For current Codes and Regulations contact: CAL/Osha (408) 452-7288 and for utility locations contact: USA Underground Service Alert 1-800-227-2600.
13. **Future moving of installation:** It is understood by the permittee that whenever construction, reconstruction, or maintenance work on the highway may require, the installation provided herein shall, upon request of the grantor, be removed or revised at the sole expense of the permittee within five days of such notice.
14. **Liability for damages:** The permittee is responsible and liable for personal injury or property damage which may arise out of the work herein permitted or which may arise out of failure on permittee's part to perform his obligation under permit in respect to maintenance. If any claim for such injury or damage is made against the County of Santa Cruz or any department, officer, or employee thereof, permittee shall defend, indemnify, and hold them and each of them harmless from such claim.
15. **Care of drainage:** If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the grantor.
16. **Maintenance:** The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly encroachments placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.
17. **Test results:** Upon demand, the permittee shall provide Director of Public Works with the results of tests showing that the compaction requirements have been complied with. Compliance shall be certified by a materials testing laboratory with local experience and said laboratory shall be acceptable to the Director of Public Works.
18. **Pavement replacement:** Any paved portion of County highway which is removed or damaged shall be replaced with minimum replacement of 0.50 foot of Class II aggregate base and 0.17 foot of Type B asphalt concrete. Where the existing structural section is greater than the replacement requirement, the structural section removed shall be replaced in kind. Prior to repaving the existing pavement shall be cut on a straight line to give a vertical face to pave against.
19. **Damages to roads:** Permittee agrees to repair in a manner satisfactory to the County of Santa Cruz any damages to the roads in the project area resulting from this work.
20. **Trimming or removing trees:** Trimming of trees will be permitted only in the manner authorized by permit. Trimming of trees required for overhead utility clearance may be performed without a permit. Attention is directed to the Tree Policy approved by the Board of Supervisors.
21. If the provisions of this permit are not complied with the County reserves the right to do any and all work necessary to bring the road into a safe condition. The costs of this work shall be charged to the permittee. The County will give reasonable notice of its intentions to make such repairs.