

DIVISION FIVE
SPECIAL PROVISIONS FOR
WEST ANNEX BUILDING DEMOLITION
2820 AND 2850 CAPITOLA AVENUE
SOQUEL, CALIFORNIA
APN 030-241-20
CWO 17-671

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SECTION 500. DESCRIPTION OF WORK

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

The work will consist of the total demolition of all buildings and/or other structures designated and the subsequent removal of all materials and debris from the site. The contractor shall make all necessary arrangements for the turning off and disconnection of all public utilities (except water and sewer service, which has already been severed). All storm and sanitary sewers leading from the structure shall be securely sealed. This includes removal of an abandoned private force sewer manhole in the back yard of 2820 Capitola Avenue. Cellars and all subsurface spaces shall be backfilled and leveled to the adjacent ground elevation, sidewalk elevation, or as directed by the District Engineer. All areas within the demolition project shall be graded. The areas shall be reseeded and other measures taken as necessary to prevent erosion. All work will be in Soquel, California.

The work site is located at 2820 and 2850 Capitola Avenue, Soquel, Santa Cruz County, California.

SECTION 501. SPECIFICATIONS & PLANS

The Contractor shall perform the work specified herein in accordance with the SqCWD Standard Specifications and Standard Plans adopted by the Board of Directors on August 2, 1994, including subsequent updates published on the SqCWD web page (www.soquelcreekwater.org), and Standard Specifications & Standard Plans of the County of Santa Cruz, California.

SqCWD Standard Specifications and Standard Plans are available for purchase at the SqCWD Office for an additional \$50 per set or online at

<http://www.soquelcreekwater.org/capital-improvement-projects/current-projects-out-bid>. (For more information, please call 831-475-8500.)

In case of conflict between the SqCWD Standard Specifications and Standard Plans, these special provisions and the technical specifications, the special provisions and technical specifications shall take precedence and be used in lieu of such conflicting portions.

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 August 7, 2017 at 2:00 PM in the SqCWD Board Room, 5180 Soquel Drive, Soquel, CA 95073.
- Register with District as a Plan Holder using "Plan Holders Registration Form."
- Fill out and sign the Bid Form.
- 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 with Contractor’s Safety Operation Requirements.
- Complete and attach Non-collusion Affidavit.
- Complete and attach Site Visit Affidavit.

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 14 days shall pass from the date sealed bids are opened until the "Notice to Proceed" is issued. The Contractor shall complete the Contract work within the specified time of completion, beginning on the Notice to Proceed date and continuing in consecutive days until the project Contract expires.

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

SECTION 503.1 CONTRACT TIME OF COMPLETION

Contract Time of Completion shall be **twenty (20) working days** after receiving from the District written 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 SqCWD Standard Specifications and Standard Plans. The Contractor shall not work on Saturdays, Sundays or holidays. For the purposes of this section the word "work" shall mean all noise producing activities including but not limited to

starting of trucks or equipment, haulage, erection, construction, demolition, and transiting the access roads.

SECTION 503.2 LIQUIDATED DAMAGES

The District shall enforce Liquidated Damages per Section 108.09, “Assessment of Damages for Delay” of SqCWD 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 SqCWD 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, etc. as they pertain to this project (five copies minimum) per Section 107.10, “Submittals” of SqCWD Standard Specifications.
- A general notice describing the construction project and the expected impact on nearby residences. The Contractor shall also outline the Contractors’ willingness to minimize inconveniences to local residences. The Contractor shall deliver (not mail) the notice to local businesses and residents in the area 5 days prior to the Start of Construction. The Contractor shall include on the notice the Contractor’s telephone number and the contact person’s name. The Contractor shall submit the notice to the District for approval prior to distribution.

SECTION 503.4 INSURANCE REQUIREMENTS

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

Coverage

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

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

Limits

The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Soquel Creek Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions

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

1. Soquel Creek Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as 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 Contractor; 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 Soquel Creek Water District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Soquel Creek Water District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Soquel Creek Water District,

its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Soquel Creek Water District, its directors, officers, employees, or authorized volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this agreement shall state, or be endorsed to state, that the insurance carrier or the Contractor shall not cancel coverage, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Soquel Creek Water District..

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

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

All of the insurance shall be provided on policy forms and through companies satisfactory to 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-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the Soquel Creek Water District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Soquel Creek Water District, its directors, officers, employees, and authorized volunteers shall be named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Soquel Creek Water District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Soquel Creek Water District.

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

Evidences of Insurance

Prior to execution of the agreement, the Contractor shall file with the Soquel Creek Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the Soquel Creek Water District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Contractor shall, upon demand of the Soquel Creek Water District, deliver to the Soquel Creek Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Soquel Creek Water District (if builder's risk insurance is applicable) to Soquel Creek Water District at least ten (10) days prior to the expiration date.

Sub-Contractors

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

SECTION 503.5 HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend, indemnify and hold harmless 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; and

- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Soquel Creek Water District or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Soquel Creek Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Soquel Creek Water District, or its directors, officers, employees, or authorized volunteers.

SECTION 504. GENERAL CONSTRUCTION

SECTION 504.1 REFERENCED SPECIFICATIONS

The Contractor shall perform the work specified herein in accordance with 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), , and the current edition of the County of Santa Cruz Design Criteria Manual when applicable and conditions of the demolition permit issued by the County of Santa Cruz..

SECTION 504.2 ORDER OF WORK

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

SECTION 504.3 SURFACE WATER HYDROLOGY AND WATER QUALITY AND ASTHETICS

The following requirements for mitigating potential environmental effects of the project related to Surface Water Hydrology and Water Quality, and Aesthetics are described below.

Surface Water Hydrology and Water Quality

To mitigate construction-related erosion and impacts to water quality the contractor shall implement the following:

- Erosion Control
- Construction Best Management Practices
- Waste Management and Hazardous Materials Pollution Control

Erosion Control

- Spoils shall be placed in areas that do not drain towards adjacent waterways. If this is not possible, sediment barriers shall be installed to intercept sediment before it reaches the channels.

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:

- 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-off 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.

Aesthetics

The Contractor shall maintain the project area in a clean and orderly fashion, maintaining a safe environment for the construction workers and the general public. The Contractor is referred to Section 505.7 “Dust Suppression and Site Maintenance” of these specifications.

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 EXISTING CONDITIONS

Existing utilities, structures and natural features may be present in the proposed work site. The Contractor shall be responsible for 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 District will make a pre-construction video and take pictures of the estimated area of construction impact. It is recommended the Contractor provide his or her own pre-construction video and pictures.

The Contractor shall restore drainage patterns to pre-existing conditions if they are altered during this project.

SECTION 504.5 COUNTY REQUIREMENTS

SqCWD will obtain the County of Santa Cruz Demolition Permit. The Contractor shall comply with all requirements as stated in the permit. The County has conducted an inspection to determine habitability of the residences in accordance with Santa Cruz County Code 12.06.050(a). The County deemed the residences not to be habitable.

SECTION 504.6 TRAFFIC CONTROL

Description

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

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.

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 504.7 DUST SUPPRESSION AND SITE MAINTENANCE

Description

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 SqCWD Standard Specifications.

The Contractor shall implement a dust suppression plan if requested by the District Engineer.

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 504.8 SAFETY PLAN

Description

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; Monterey Bay Unified Air Pollution Control District; 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 SqCWD 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 SqCWD prior to starting work.

The Contractor is solely responsible for means, methods, sequence, techniques and procedures necessary for performing, superintending and coordinating the Work required by the Contract and any health and safety precautions and measures required by any regulatory agencies. The Contractor has sole authority to exercise control over any construction activities and its employees in connection with the Work or any health or safety programs or procedures. The Contractor agrees that they are solely responsible for jobsite and worker safety.

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