LOCATION MAP

Smith River Estuary Backwater Habitat Enhancement Project
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Notice Inviting Bids

1. Bid Submission. The Smith River Alliance (“SRA”), a 501(c)(3) nonprofit organization, will accept bids for its Smith River Estuary Backwater Habitat Enhancement Project (“Project”), by or before March 10, 2023, at 5:00 p.m., as further specified in the Instructions to Bidders.

2. Project Information.

2.1 Location and Description. The Project is located on privately owned land in the lower Smith River near 385 Pala Road, Crescent City, CA 95531, in Del Norte County, and is described as follows: The project will enhance a naturally occurring backwater feature to improve off-channel habitat for salmonids. The project will increase the width and depth of the feature along 660 feet, install two large wood structures at the mouth of the backwater, and salvage and re-install large trees. The project is located in environmentally sensitive habitat, small and specialized equipment is necessary to limit site disturbance. Due to site access restrictions imposed by the SRA's Permits, this Project is structured for two phases, a Pre-Construction Phase and Construction Phase, as further specified in the Special Conditions.

2.2 Time for Final Completion. The Project must be fully completed by November 1, 2023 with all instream work completed by October 15, 2023. SRA anticipates that the Work will begin on or about August 15, 2023 based on the permit window, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): Class A: General Engineering Contractor.

3.2 DIR Registration. SRA may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform work subject to prevailing wage requirements pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

4. Contract Documents. The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from SRA’s website at: https://smithriveralliance.org/bids

5. Bid Security. The Bid Proposal must be accompanied by bid security of five percent of the maximum bid amount, in the form of a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents or certified check made payable to the Smith River Alliance. The bid security must guarantee that within ten days after SRA issues the Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Award.

6. Prevailing Wage Requirements.

6.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is
to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the SRA and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

9. Bidders’ Conference/Site Walk. A bidders’ conference and/or site walk will be held on February 28, 2023 at 9:00 a.m., at the following location(s): Pala Road, Crescent City, CA 95531 to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders’ conference is mandatory. A bidder who fails to attend a mandatory bidders’ conference may be disqualified from bidding.

END OF NOTICE INVITING BIDS
Instructions to Bidders

Each Bid Proposal submitted to the Smith River Alliance ("SRA") for its Smith River Estuary Backwater Habitat Enhancement Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. **Bid Submission.**

   1.1 **General.** Each Bid Proposal must be signed and submitted to SRA, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Late submissions will not be considered. SRA reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from SRA. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

   1.2 **Electronic Submission.** The Bid Proposal and all required forms and attachments must be completed and signed as specified, and saved as a PDF document for electronic submission to SRA via [email sent to bids@smithriveralliance.org with “Bid for Smith River Estuary Backwater Habitat Enhancement Project” in the subject bar].

   1.3 **DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, SRA may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform work subject to prevailing wages pursuant to Labor Code § 1725.5. If SRA is unable to confirm that the bidder is currently registered with the DIR, SRA may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

2. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed as directed using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with exceptions or terms such as “negotiable,” “will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and any other required bid enclosures, if applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.

4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of five percent of the maximum bid amount, in the form of a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California, or a certified check payable to the Smith River Alliance, which is subject to the same conditions set forth in the Bid Bond form. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract.
for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security. A PDF copy of the bid security must be submitted electronically with the bid, with a hard copy delivered to SRA at PO Box 2129, Crescent City, CA 95531 or 145 Cable Lane, Crescent City, CA 95531 within 48 hours following the bid submission deadline specified in Section 1 of the Notice Inviting Bids (subject to amendment by addenda), unless extended in writing by the SRA. Bid securities received by 5:00 pm on Monday, March 13th will be considered within the deadline.

5. Requests for Information. Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Monica Scholey, Program Coordinator, at monica@smithriveralliance.org. Oral responses are not authorized and are not binding on the SRA. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by SRA in response to a written inquiry will be issued in an addendum.

6. Pre-Bid Investigation.

6.1 General. Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Even if the scheduled bidder’s conference or site walk is not mandatory, prospective bidders are strongly encouraged to attend. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the SRA or the Project site without prior written authorization from SRA.

6.2 Document Review. Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-buils, technical reports, test data, and the like. A bidder is responsible for notifying SRA of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents. Acting solely in its capacity as a contractor (and not as an architect or engineer). Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the SRA no later than five Working Days before the scheduled bid opening. (See Section 5, above.) SRA expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by SRA.

6.3 Project Site. Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the SRA in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder’s expense, but only with prior written authorization from SRA. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, differences in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder’s field investigation. The bidder may request access to underlying or background
information on the Project site in SRA’s possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

6.4 Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, “utility owners”). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.

7. Bidders Interested in More Than One Bid. No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

8. Addenda. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check SRA’s website periodically for any addenda or updates on the Project at: ____________________________<website address>.

9. Brand Designations and “Or Equal” Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents.

10. Bid Protest. Any bid protest against another bidder must be submitted in writing and received by SRA via email at bids@smithriveralliance.org before 5:00 p.m. no later than two Working Days following bid opening (“Bid Protest Deadline”) and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that SRA is open for normal business, and excludes weekends and holidays observed by SRA.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

10.3 Copy to Protested Bidder. Upon submission of its bid protest to SRA, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable
prospect of receiving an award depending upon the outcome of the protest, by
email or hand delivery to ensure delivery before the Bid Protest Deadline.

10.4 Response to Protest. The protested bidder may submit a written response to the
protest, provided the response is received by SRA before 5:00 p.m., within two
Working Days after the Bid Protest Deadline or after actual receipt of the bid
protest, whichever is sooner (the “Response Deadline”). The response must attach
all supporting documentation. Material submitted after the Response Deadline will
not be considered. The response must include the name, address, email address,
and telephone number of the person responding on behalf of or representing the
protested bidder if different from the protested bidder.

10.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to
the SRA, the protested bidder must also concurrently transmit by email or hand
delivery, by or before the Response Deadline, a copy of its response and all
supporting documents to the protesting bidder and to any other bidder who has a
reasonable prospect of receiving an award depending upon the outcome of the
protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this Section are
mandatory and are the bidder’s sole and exclusive remedy in the event of a bid
protest. A bidder’s failure to comply with these procedures will constitute a waiver
of any right to further pursue a bid protest, including legal proceedings.

10.7 Right to Award. SRA reserves the right, acting in its sole discretion, to reject any
bid protest that it determines lacks merit, to award the Contract to the bidder it has
determined to be the responsible bidder submitting the lowest responsive bid, and
to issue a Notice to Proceed with the Work notwithstanding any pending or
continuing challenge to its determination.

11. Reservation of Rights. SRA reserves the unfettered right, acting in its sole discretion, to
waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all
bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to
perform all or part of the Work with its own forces. The Contract will be awarded, if at all,
within 60 days after opening of bids or as otherwise specified in the Special Conditions, to
the responsible bidder that submitted the lowest responsive bid. Any planned start date for
the Project represents the SRA’s expectations at the time the Notice Inviting Bids was first
issued. SRA is not bound to issue a Notice to Proceed by or before such planned start
date, and it reserves the right to issue the Notice to Proceed when
the SRA determines, in
its sole discretion, the appropriate time for commencing the Work. The SRA expressly
disclaims responsibility for any assumptions a bidder might draw from the presence or
absence of information provided by the SRA in any form. Each bidder is solely responsible
for its costs to prepare and submit a bid, including site investigation costs.

12. Bonds. Within ten calendar days following SRA’s issuance of the Notice of Award to the
apparent low bidder, the bidder must submit payment and performance bonds to SRA as
specified in the Contract Documents using the bond forms included in the Contract
Documents. All required bonds must be calculated on the maximum total Contract Price as
awarded, including additive alternates, if applicable.

13. License(s). The successful bidder and its Subcontractor(s) must possess the California
contractor’s license(s) in the classification(s) required by law to perform the Work.

14. Ineligible Subcontractor. Any Subcontractor who is ineligible to perform work pursuant to
Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Federal Subcontracting Requirements.** This Project is funded in whole or in part by the federal government. Contractor must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

15.1 **Solicitation Lists.** Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.

15.2 **Soliciting Potential Sources.** Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.

15.3 **Maximizing Participation.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises.

15.4 **Establishing Delivery Schedules.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.

15.5 **Organizational Assistance.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

16. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated and submit the completed Bid Schedule with its Bid Proposal.

16.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price.

16.2 **Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

17. **For Reference Only.** The following documents are provided “For Reference Only,” as defined in Section 3.4 of the General Conditions:
• Stillwater Sciences. 2021. HEC-RAS Hydraulic Model Outputs
• Stillwater Sciences. 2021. Large Wood Stability Analysis

END OF INSTRUCTIONS TO BIDDERS
Bid Proposal

Smith River Estuary Backwater Habitat Enhancement Project

_________________________________ (“Bidder”) hereby submits this Bid Proposal to the Smith River Alliance (“SRA”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price (“Base Bid”):

   $________________________

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the SRA based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

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3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents.

   3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

   3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.

   3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Award to Bidder, Bidder will do all of the following:
4.1 **Execute Contract.** Enter into the Contract with SRA in accordance with the terms of this Bid Proposal, by signing and submitting to SRA the Contract prepared by SRA using the form included with the Contract Documents;

4.2 **Submit Required Bonds.** Submit to SRA a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 **Insurance Requirements.** Submit to SRA the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of five percent of its maximum bid amount in one of the following forms (check one):

   ____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to SRA and executed by a surety licensed to do business in the State of California.

   ____ A certified check payable to the Smith River Alliance and issued by [Bank name] in the amount of $________.

This Bid Proposal is hereby submitted on ________________________, 20__.  

\[Signature\] Name and Title

\[First Signer’s Email Address\]

\[Signature\] [See Section 3 of Instructions to Bidders] Name and Title

\[Second Signer’s Email Address\]

Company Name License #, Expiration Date, and Classification

Address DIR Registration #

City, State, Zip Phone

Contact Name Contact Email

END OF BID PROPOSAL
Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total Amount” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance  CF = Cubic Feet  CY = Cubic Yard  EA = Each  LB = Pounds  
LF = Linear Foot  LS = Lump Sum  SF = Square Feet  TON = Ton (2000 lbs)

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>EST. QTY.</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>EXTENDED TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization/Demobilization and General</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Water Management, Dust Control and Environmental Protections</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Engineered large wood structures, placed and anchored</td>
<td>14</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Boulders – placed</td>
<td>51</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Earthworks</td>
<td>2150</td>
<td>CY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Non-engineered large wood structures – placed</td>
<td>10</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Site stabilization and Mulch</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 8 inclusive: ________________________________

Note: The amount entered as the “Total Base Bid” should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: __________________________________________________________

END OF BID SCHEDULE
Bid Bond

________________________________________________________ ("Bidder") has submitted a bid, dated _______________________, 20______ ("Bid"), to the Smith River Alliance ("SRA") for work on the Smith River Estuary Backwater Habitat Enhancement Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and ______________, its surety ("Surety"), are bound to SRA as obligee in the penal sum of five percent of the maximum amount of the Bid, including additive alternatives if applicable, as set forth on the Bid Proposal form submitted to the SRA (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with SRA in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to SRA the following:

   2.1 **Contract.** The executed Contract, using the form provided by SRA in the Project contract documents ("Contract Documents");

   2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

   2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.

3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to SRA. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: ____________________________________________
   Address: __________________________________________
   SRA/State/Zip: ____________________________
   Phone: ____________________________
   Fax: ____________________________
   Email: ____________________________

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

   [Signatures are on the following page.]
This Bid Bond is entered into and effective on __________________, 20_____.

SURETY:

______________________________________________
Business Name

s/______________________________________________ Date

______________________________________________
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

______________________________________________
Business Name

s/______________________________________________ Date

______________________________________________
Name, Title

END OF BID BOND
Contract

This contract ("Contract") is entered into by and between the Smith River Alliance, a 501(c)(3) nonprofit organization ("SRA"), and _______________ ("Contractor"), for work on the Smith River Estuary Backwater Habitat Enhancement Project ("Project").

Recitals

A. Funding for the Project includes funds from the California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Program and the Pacific States Marine Fisheries Commission (PSMFC) Pacific Marine and Estuary Fish Habitat Partnership.

B. The Project is subject to the funding conditions set forth in the California Department of Fish and Wildlife’s Non-Public Entities General Grant Provisions. (the “Project Funding Conditions.”)

C. Copies of the document(s) containing the Project Funding Conditions are appended to the contract in Appendix A.

Terms and Conditions

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____________, 20___, SRA authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The Recitals set forth above are incorporated herein. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Plans and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed; and
   2.13 The following:

   <List additional documents here, if any, including the formal title and document date. If there are no additional documents, write "None" in the space above.>
3. **Contractor’s Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents and in compliance with all applicable Project Funding Conditions. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, SRA will pay Contractor $____________ (“Contract Price”) for all of Contractor’s direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. Pursuant to Civil Code § 8800 it expressly agreed that SRA will tender payment for all undisputed progress payment amounts within 30 days after SRA receives the requisite funds for that payment from the funding agency or agencies identified above.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 61 calendar days from the commencement date given in the Notice to Proceed with the Construction Phase (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, SRA will assess liquidated damages in the amount of $4,450 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from SRA’s payments due or to become due to Contractor under this Contract.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance, as further specified in Article 9 of the General Conditions.

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   7.3 **DIR Registration.** SRA may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform work subject to prevailing wage requirements pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. **Workers’ Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any SRA ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of SRA and are not entitled to participate in any health, retirement, or any other employee benefits from SRA.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**Smith River Alliance:**

Smith River Alliance  
P.O. Box 2129  
Crescent City, CA 95531  
Attn: Monica Scholey

Copy to: Monica Scholey  
monica@smithriveralliance.org

**Contractor:**

Name: ____________________________________________  
Address: __________________________________________  
SRA/State/Zip: ______________________________________  
Phone: ____________________________________________  
Attn: ______________________________________________  
Email: ______________________________________________  
Copy to: ____________________________________________

12. **General Provisions.**

12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without SRA’s written consent. This Contract is binding on Contractor’s and SRA’s lawful heirs, successors and permitted assigns.

12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.

12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Del Norte County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Del Norte County, California.
12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between SRA and Contractor.

12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

**SMITH RIVER ALLIANCE:**

s/_______________________________  Date: ____________________________

Name, Title

**CONTRACTOR:**

________________________________________

Business Name

s/_______________________________  Seal:

Name, Title

Date: ____________________________

Second Signature (See Section 12.8):

s/_______________________________

Name, Title

Date: ____________________________

Contractor’s California License Number(s) and Expiration Date(s)
END OF CONTRACT
Payment Bond

Smith River Alliance ("SRA") and ______________________ ("Contractor") have entered into a contract for work on the Smith River Estuary Backwater Habitat Enhancement Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and ______________________, its surety ("Surety"), are bound to SRA as obligee in an amount not less than $_________________, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety’s Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. SRA waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: _____________________________________________________________
   Address: __________________________________________________________
   SRA/State/Zip: ____________________________________________________
   Phone: ____________________________________________________________
   Email: ____________________________________________________________

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for SRA’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

   [Signatures are on the following page.]
7. **Effective Date; Execution.** This Bond is entered into and is effective on __________, 20__. 

**SURETY:**

___________________________________  
Business Name  

s/__________________________________  
Date  

Name, Title  

(Attach Acknowledgment with Notary Seal and Power of Attorney)  

**CONTRACTOR:**

___________________________________  
Business Name  

s/__________________________________  
Date  

Name, Title  

**APPROVED BY SRA:**

s/__________________________________  
Date  

Name, Title  

END OF PAYMENT BOND
Performance Bond

Smith River Alliance ("SRA") and __________________________ ("Contractor") have entered into a contract for work on the Smith River Estuary Backwater Habitat Enhancement Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _________________________, its surety ("Surety"), are bound to SRA as obligee for an amount not less than $__________________ to ensure Contractor’s faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety’s Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, SRA will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by SRA to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which SRA is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from SRA of Contractor’s termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with SRA’s consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to SRA, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety’s expense; or

   5.3 Waive its right to complete the Work under the Contract and reimburse SRA the amount of SRA’s costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, SRA will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: __________________________________________________________
   Address: _______________________________________________________
8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for SRA’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on ____________________, 20___.

**SURETY:**

__________________________
Business Name

s/__________________________ Date
____________________________
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

__________________________
Business Name

s/__________________________ Date
____________________________
Name, Title

END OF PERFORMANCE BOND
General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by SRA, which changes the scope of Work, the Contract Price, or the Contract Time.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to SRA in accordance with the requirements of the Contract Documents, and which has been rejected by SRA, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between SRA and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with SRA to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by SRA to provide architectural, engineering, or electrical engineering design services for the Project.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.
**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Project Manager in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor’s bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the SRA’s satisfaction, including all punch list items and any required commissioning or training, and has provided the SRA with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means “including, but not limited to,” unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by SRA to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements, and all applicable Project Funding Conditions.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the SRA-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the construction project referenced in the Contract.

**Project Funding Conditions** has the meaning provided in the Contract Recitals.

**Project Manager** means the individual designated by SRA to oversee and manage the Project on SRA’s behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information** or **RFI** means Contractor’s written request for information about the Contract Documents, the Work or the Project, submitted to SRA in the manner and format specified by SRA.
Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to SRA acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of SRA, and does not include the Contract, General Conditions or Special Conditions.

SRA means the Smith River Alliance, the 501(c)(3) nonprofit organization which has entered into the Contract with Contractor for performance of the Work, acting through its authorized representatives.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday when the SRA is open for business, and does not include holidays observed by the SRA.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 SRA.

(A) **SRA.** The SRA has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Project Manager or Design Professional.

(B) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as SRA’s representative for daily administration of the Project on behalf of SRA. Unless otherwise specified, all of Contractor’s communications to SRA (in any form) will go to or through the Project Manager. SRA reserves the right to reassign the Project Manager role at any time or to delegate duties to additional SRA representatives, without prior notice to or consent of Contractor.

(C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by SRA, may act on SRA’s behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional’s
duties may include review of Contractor’s submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional’s interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) General. Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents and Laws, and in an economical and efficient manner in the best interests of SRA, and with minimal inconvenience to the public.

(B) Responsibility for the Work and Risk of Loss. Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor’s responsibilities extend to any plan, method or sequence suggested, but not required by SRA or specified in the Contract Documents. From the date of commencement of the Work until either the date on which SRA formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) Project Administration. Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor’s organization who is to serve as Contractor’s primary representative for the Project, and who has authority to act on Contractor’s behalf. A Subcontractor may not serve as Contractor’s primary representative.

(D) On-Site Superintendent. Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to SRA, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent’s communications to SRA. SRA’s approval of the superintendent is required before the Work commences. If SRA is not satisfied with the superintendent’s performance, SRA may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor’s sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to SRA, as soon as practicable, before replacing the superintendent.

(E) Standards. Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer’s recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.
(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by SRA, must attend a pre-construction conference, if requested by SRA, as well as weekly Project progress meetings scheduled with SRA. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by SRA, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the SRA, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to SRA for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon SRA’s written request, Contractor must promptly and permanently remove from the Project, at no cost to SRA, any employee or Subcontractor or employee of a Subcontractor who the Project Manager has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor’s sole expense, any Work that is determined by SRA to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by SRA, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor’s sole expense, any Work performed beyond the lines and grades shown on the Plans or established by SRA, and any Extra Work performed without SRA’s prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from SRA, or within the time specified in SRA’s notice to correct, SRA may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If SRA elects to correct defective Work due to Contractor’s failure or refusal to do so, SRA or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on SRA property, in order to effectuate the correction, at no extra cost to SRA. Contractor’s warranty obligations under Section 11.2, Warranty, will not be waived nor limited by SRA’s actions to correct defective Work under these circumstances. Alternatively, SRA may elect to retain defective Work, and deduct the difference in value, as determined by the Project Manager, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor’s Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records,
approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor’s bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor’s cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor’s failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after SRA’s acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, SRA is entitled to inspect or audit any of Contractor’s records relating to the Project during Contractor’s normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to SRA for reference at all times during construction of the Project.

2.3 **Subcontractors.**

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. SRA reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor’s poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a SRA business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor’s portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to SRA. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and SRA, but SRA is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor’s agreement must be assigned by Contractor to SRA, subject to the prior rights of any surety, but only if and to the extent that SRA accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.
2.4 Coordination of Work.

(A) Concurrent Work. SRA reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by SRA. To the full extent permitted by law, Contractor must hold harmless and indemnify SRA against any and all claims arising from or related to Contractor’s avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) Coordination. If Contractor’s Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify SRA if work performed by others, including work or activities performed by SRA’s own forces, is operating to hinder, delay, or interfere with Contractor’s timely performance of the Work. SRA reserves the right to backcharge Contractor for any additional costs incurred due to Contractor’s failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Project Manager for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Project Manager. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Project Manager may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed for the Pre-Construction Phase.

(A) General. Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) Time and Manner of Submission. Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current SRA-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) Required Contents. Each submittal must include the Project name and contract number, Contractor’s name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).
(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by SRA will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by SRA is not an assumption of risk or liability by SRA.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without SRA’s prior acceptance of a required submittal is performed or provided at Contractor’s risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of SRA, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if SRA determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. SRA’s costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 **Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Project Manager, they must be prepared according to best practices at Contractor’s expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by SRA, Shop Drawings must be provided to the Project Manager for review and acceptance at least 30 days before the Work will be performed. If SRA requires changes, the corrected Shop Drawings must be resubmitted to the Project Manager for review within the time specified by the Project Manager. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by SRA. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by SRA does not relieve Contractor of Contractor’s responsibility.

2.7 **Access to Work.** Contractor must afford prompt and safe access to any Worksite by SRA and its employees, agents, or consultants authorized by SRA; and upon request by SRA, Contractor must promptly arrange for SRA representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 **Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor’s supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Project Manager, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without SRA’s prior written consent.
Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in SRA's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Project Manager and wait for a response from SRA before proceeding further with the related Work. The RFI must notify SRA of the issue and request clarification, interpretation or direction. The Project Manager's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining SRA's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Project Manager is Non-Excusable Delay. If Contractor believes that SRA's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract
Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Special Conditions;
(F) General Conditions;
(G) Payment and Performance Bonds;
(H) Specifications;
(I) Plans;
(J) Notice of Award;
(K) Notice Inviting Bids;
(L) Instructions to Bidders;
(M) Contractor's Bid Proposal and attachments; and
(N) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 **Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified "Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by SRA, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the Project Manager.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean SRA.

3.4 **For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by SRA or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that SRA or its representatives may be guided by information or recommendations included in such
reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 **Current Versions.** Unless otherwise specified by SRA, any reference to standard specifications, technical specifications, or any SRA or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

3.6 **Conformed Copies.** It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

3.7 **Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from SRA. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and SRA will retain all rights to such works, including the right to possession.

**Article 4 - Bonds, Indemnity, and Insurance**

4.1 **Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from SRA, Contractor must substitute a surety acceptable to SRA. If Contractor fails to substitute an acceptable surety within the specified time, SRA may, at its sole discretion, withhold payment from Contractor until the surety is replaced to SRA’s satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from SRA pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 **Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless SRA, its officers, officials, employees, agents, volunteers, and consultants (individually, an “Indemnitee,” and collectively the “Indemnites”) from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor’s bid for the Contract. Contractor’s failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Contractor waives any right to express or implied indemnity against any
Indemnitee. Contractor’s indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to SRA. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of SRA’s acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best’s financial strength rating of “A” or better and a financial size rating of “VIII” or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, SRA may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor’s liability under this Contract or to fulfill Contractor’s indemnification obligations under this Contract.

(A) Policies and Limits. The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) Commercial General Liability (“CGL”) Insurance: The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) Automobile Liability Insurance: The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) Workers’ Compensation Insurance and Employer’s Liability: The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) Pollution Liability Insurance: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least $2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) Builder’s Risk Insurance: The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of SRA.
(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to SRA, unless due to non-payment of premiums, in which case ten days written notice must be made to SRA.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against SRA.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:

1. The SRA, including its officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the SRA.

2. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

3. The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

4. This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor’s Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor’s insurance coverage in relation to this Project, but is not intended to limit Contractor’s ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor’s insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, “deductibles”) in excess of $100,000 are subject to approval by the SRA’s Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the SRA’s Risk Manager determines that the deductibles are unacceptably high, at SRA’s option, Contractor must either reduce or eliminate the deductibles as they apply to SRA and all required Additional Insured; or must provide a financial guarantee, to SRA’s satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder’s risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may
be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the SRA’s Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the SRA, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor’s insurance obligations.

Article 5 - Contract Time

5.1 **Time is of the Essence.** Time is of the essence in Contractor’s performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If SRA determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, SRA may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to SRA, in order to achieve a rate of progress satisfactory to SRA. If Contractor fails to comply with SRA’s directive in this regard, SRA may, at Contractor’s expense, separately contract for additional workers, materials, or equipment or use SRA’s own forces to achieve the necessary rate of progress. Alternatively, SRA may terminate the Contract based on Contractor’s default.

5.2 **Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Project Manager, and must provide the schedules in electronic and paper form as requested by the Project Manager. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following SRA’s issuance of the Pre-Construction Phase Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to SRA for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract.
Documents or as required by SRA, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Pre-Construction Phase Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **SRA’s Review of Schedules.** SRA will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. SRA’s review or acceptance of Contractor’s schedules will not operate to waive or limit Contractor’s duty to complete the Project within the Contract Time, nor to waive or limit SRA’s right to assess liquidated damages for Contractor’s unexcused failure to do so.

(C) **Progress Schedules.** After SRA accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by SRA, for review and acceptance with each application for a progress payment, or when otherwise specified by SRA, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to SRA of any changes in the projected material or equipment delivery dates for the Project.

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the “float.” Any float belongs to the Project and may be allocated by the Project Manager to best serve timely completion of the Project.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which SRA has noted exceptions that are not corrected, SRA may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and SRA has accepted the schedule. In addition, Contractor’s failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance.

(D) **Recovery Schedule.** If SRA determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current SRA-accepted schedule unless otherwise directed by SRA. SRA’s acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect SRA’s right
to assess liquidated damages for Contractor’s unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current SRA-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** SRA reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by SRA or others, or to facilitate SRA’s use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor’s time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during SRA’s normal business hours, except as provided in the Special Conditions or as authorized in writing by SRA. SRA reserves the right to charge Contractor for additional costs incurred by SRA due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Project Manager in writing, regardless of the nature or cause of the delay, so that SRA has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters “Excusable Delay,” which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor’s control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A “Weather Delay Day” is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, SRA-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

1. weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
2. Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;
3. Contractor’s failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
4. foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
5. Contractor’s failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
6. performance or non-performance by Contractor’s Subcontractors or suppliers;
7. the time required to respond to excessive RFIs (see Section 2.5(G));
8. delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
9. time required for repair of, re-testing, or re-inspection of defective Work;
10. enforcement of Laws by SRA, or outside agencies with jurisdiction over the Work; or
11. SRA’s exercise or enforcement of any of its rights or Contractor’s duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** In addition to entitlement to an extension of Contract Time, Contractor may be entitled to compensation for costs incurred due to delay caused solely by SRA, but only if that delay is unreasonable under the circumstances involved ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or
recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either SRA or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by SRA. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to SRA within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) **Supporting Documentation.** The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to SRA.
(4) **Burden of Proof.** Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) **No Waiver.** Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of SRA’s right to assess liquidated damages for Non-Excusable Delay.

(6) **Dispute Resolution.** In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor’s sole recourse for an unresolved dispute based on SRA’s rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 **Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, SRA will suffer damages from the delay that are difficult to determine and accurately specify. If Contractor fails to achieve Final Completion within the Contract Time due to Contractor’s Non-Excusable Delay, SRA will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** SRA is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, SRA is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute SRA’s acceptance of the Project and will not operate as a waiver of SRA’s right to assess liquidated damages for Contractor’s Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** SRA’s right to liquidated damages under this Section applies only to damages arising from Contractor’s Non-Excusable Delay or failure to complete the Work within the Contract Time. SRA retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.
Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a “no-cost” Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor’s warranty obligations pursuant to Article 11 or any obligations of Contractor’s bond sureties.

(A) **SRA-Directed Changes.** SRA may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with SRA-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and SRA have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from “value engineering” unless and only to the extent such compensation is authorized in advance by SRA in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a SRA-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that SRA and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by SRA. If Contractor refuses to perform the Work in dispute, SRA may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, SRA may elect to terminate the Contract for convenience or for cause. Contractor’s sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** SRA may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by SRA in accordance with the original Contract Documents, even if Contractor and SRA have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Project Manager in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs (“Extra Work Report”). The
Project Manager will make any adjustments to Contractor’s Extra Work Report(s) based on the Project Manager’s records of the Work. When an Extra Work Report(s) is agreed on and signed by both SRA and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from SRA, that do not affect the Contract Price or Contract Time and that are approved by the Project Manager acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from SRA, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor’s failure to promptly comply with a SRA-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, SRA may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor’s sole expense, and may deduct the cost from the Contract Price.

6.2 **Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Project Manager within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If SRA requests that Contractor propose the terms of a Change Order, unless otherwise specified in SRA’s request, Contractor must provide the Project Manager with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving SRA’s request, in a form satisfactory to the Project Manager.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit SRA to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use SRA’s form(s) for submitting all Change Order requests or proposals, unless otherwise specified by SRA.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and
correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived.”

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to SRA-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the SRA’s intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) Unit Pricing. Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) Lump Sum. A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) Time and Materials. On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by SRA in advance of Contractor’s performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 16.5%:

1. All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
2. All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
3. All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
4. All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
5. Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, SRA may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the SRA believes is merited. Contractor’s sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.
6.5 **Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

**Article 7 - General Construction Provisions**

7.1 **Permits, Fees, Business License, and Taxes.**

(A) **Permits, Fees, and Licenses.** Contractor must obtain and pay for (unless otherwise specified in the Special Conditions) all permits, fees, or licenses required to perform the Work, including a local business license, as applicable. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide SRA with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment.

7.2 **Temporary Facilities.** Contractor must provide, at Contractor’s sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the SRA prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to SRA’s property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 **Noninterference and Site Management.** Contractor must avoid interfering with SRA’s use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by SRA, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.
(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide SRA with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding SRA harmless from any related liability, in a form acceptable to the SRA Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 **Signs.** No signs may be displayed on or about SRA’s property, except signage which is required by Laws or by the Contract Documents, without SRA’s prior written approval as to size, design, and location.

7.5 **Project Site and Nearby Property Protections.**

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the SRA has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by SRA, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, SRA’s property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for SRA, including damage related to Contractor’s failure to adequately secure the Work or any Worksite.

1. Subject to SRA’s approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; SRA’s real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

2. SRA wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify SRA and establish a plan, subject to SRA’s approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

3. Contractor must remove with due care, and store at SRA’s request, any objects or material from the Project site that SRA will salvage or reuse at another location.

4. If directed by Project Manager, Contractor must promptly repair or replace any property damage, as specified by the Project Manager. However, acting in its sole discretion, SRA may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

5. Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.
(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless SRA approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from SRA.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the SRA and promptly submit a Request for Information to obtain further directions from the Project Manager. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Project Manager. The Project Manager’s written response will be final and binding on Contractor. If the Project Manager’s subsequent direction to Contractor affects Contractor’s cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to SRA’s property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the SRA of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to SRA of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to SRA.

7.6 **Materials and Equipment.**

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer’s recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor’s sole cost until SRA has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.
(B) **SRA-Provided.** If the Work includes installation of materials or equipment to be provided by SRA, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify SRA of any defects discovered in SRA-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor’s custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor’s indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) **“Or Equal.”** Any Specification designating a material, product, or thing (collectively, “item”) or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words “or equal.” A substitution will only be approved if it is a true “equal” item or service in every aspect of design, function, and quality, as determined by SRA, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Project Manager for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor’s failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor’s sole cost. SRA has sole discretion to determine whether a proposed substitution is equal, and SRA’s determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by SRA.

(F) **Contractor’s Obligations.** SRA’s approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.
7.8 Testing and Inspection.

(A) General. All materials, equipment, and workmanship used in the Work are subject to inspection and testing by SRA at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers’ application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither SRA’s inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor’s duty to complete the Work in accordance with the Contract Documents.

(B) Scheduling and Notification. Contractor must cooperate with SRA in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor’s expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Project Manager at least two Working Days before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized SRA holiday, Contractor must notify the Project Manager at least two Working Days in advance for approval. If approved, Contractor must reimburse SRA for the cost of the overtime inspection or testing. Such costs, including the SRA’s hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) Responsibility for Costs. SRA will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by SRA, subject to the following exceptions:

1. Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

2. Contractor will be responsible for inspection costs, at SRA’s hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

3. If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

4. Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

5. Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor’s sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) Contractor’s Obligations. Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by SRA.
(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 **Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to SRA’s prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Project Manager notifies Contractor that an airborne nuisance exists. The Project Manager may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If SRA determines that the dust control is not adequate, SRA may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by SRA, will be Contractor’s property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on public roads, streets, or highways. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris,
presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by SRA.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any SRA clean up order, SRA may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

### 7.10 Instructions and Manuals

Contractor must provide to SRA three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for SRA to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers’ application or installation instructions must be provided to SRA at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to SRA for review.

(B) **Training.** Contractor or its Subcontractors must train SRA’s personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

### 7.11 As-built Drawings

Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. SRA may withhold the estimated cost for SRA to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of SRA. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to
the Project Manager for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 **Existing Utilities.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor’s negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

7.13 Reserved.

7.14 Reserved.

7.15 **Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to SRA for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 **New Utility Connections.** Except as otherwise specified, SRA will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify SRA sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 **Lines and Grades.** Contractor is required to use any benchmark provided by the Project Manager. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Project Manager of any discrepancies found between Contractor’s staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 **Historic or Archeological Items.**

(A) **Contractor’s Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, “Historic or Archeological Items”).

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may
not resume until authorized in writing by SRA. If required by SRA, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At SRA’s discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into the storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) Stormwater Permit. Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity (“Stormwater Permit”).

(B) Contractor’s Obligations. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at: ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. The amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor’s bid.

(A) Measurements for Unit Price Work. Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) Deleted or Reduced Work. Contractor will not be compensated for Work that SRA has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the
Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 **Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor’s Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** Pursuant to Civil Code § 8800, it is expressly agreed that SRA will pay the undisputed amount due within 30 days after receiving the requisite funding as specified in Section 4 of the Contract provided Contractor has submitted a complete and accurate payment application. SRA will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

8.3 **Adjustment of Payment Application.** SRA may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. SRA may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor’s unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, SRA may withhold or deduct an amount based on the SRA’s estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, SRA may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor’s failure to pay its Subcontractors and suppliers when payment is due, SRA may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor’s failure to timely correct rejected, nonconforming, or defective Work, SRA may withhold or deduct an amount based on the SRA’s estimated cost to correct or complete the Work.

(E) For any unreleased stop payment notice or mechanics lien, SRA may withhold 125% of the amount claimed.

(F) For Contractor’s failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, SRA may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.
(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, SRA may withhold or deduct an amount based on the SRA's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by SRA, when accepted Shop Drawings are required before proceeding with the Work, SRA may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, SRA may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, SRA may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither SRA's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. SRA will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following SRA's acceptance of the Project.

(A) Release of Undisputed Retention. All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop payment notices or mechanics liens, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor following acceptance of the Project by SRA.

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) Withholding for Stop Payment Notice or Mechanics Lien. SRA will withhold 125% of the amount claimed by an unreleased stop payment notice or mechanics lien, a portion of which may be retained by SRA for the costs incurred in handling the stop payment notice or mechanics lien, including attorneys' fees and costs, as authorized by law.

(B) Joint Checks. SRA reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if SRA determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the SRA's counsel. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between SRA and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.
8.7 **Final Payment.** Contractor’s application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, SRA reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that SRA acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to SRA exceeds the amount of Final Payment, SRA retains the right to recover the balance from Contractor or its sureties.

8.8 **Release of Claims.** SRA may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing SRA with a written waiver and release of all claims against SRA arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of law. Any disputed amounts may be specifically excluded from the release.

8.9 **Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to SRA free of any claims, liens, or encumbrances upon payment to Contractor.

**Article 9 - Labor Provisions**

9.1 **Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 **Labor Code Requirements.**

   (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day’s work under this Contract.

   (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to SRA as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

   (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

   (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.
9.3 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the SRA and available online at [http://www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr). Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to SRA as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct; and
2. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee’s payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to SRA, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 **Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) Reporting Requirements. Contractor must immediately notify the SRA of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to SRA of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to SRA.

(B) Legal Compliance. Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide SRA with copies of all notices required by Laws.

(C) Contractor's Obligations. Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) Remedies. If SRA determines, in its sole discretion, that any part of the Work or Project site is unsafe, SRA may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to SRA's satisfaction. If Contractor fails to promptly take the required corrective measures, SRA may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with SRA's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to SRA. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and SRA.
(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Project Manager if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 **Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 **Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the SRA if, under the circumstances, there is inadequate time to seek prior authorization from the SRA.

**Article 11 - Completion and Warranty Provisions**

11.1 **Final Completion.**

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to SRA requesting final inspection. The Project Manager will schedule the date and time for final inspection, which must include Contractor’s primary representative for this Project and its superintendent. Based on that inspection, SRA will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include SRA’s estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor’s failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the SRA or by a third party retained by the SRA due to Contractor’s failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by SRA’s further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to SRA’s satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon the date of the SRA’s issuance of a written notice of acceptance. In order to avoid delay of Project close
out, the SRA may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** If Contractor fails to complete all of the punch list items within the specified time, SRA may withhold up to 150% of SRA’s estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At SRA’s request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor’s warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor’s warranty must guarantee its Work for a period of one year from the date of Project acceptance (the “Warranty Period”), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply SRA with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor’s Obligations.** Upon written notice from SRA to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor’s obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period (“Warranty Work”) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to SRA’s satisfaction.

(F) **SRA’s Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by SRA, or sooner if required by the circumstances, SRA may correct the defects to conform with the Contract Documents at Contractor’s sole expense. Contractor must reimburse SRA for its costs in accordance with subsection (H), below.
(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, SRA may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse SRA for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse SRA for its costs to repair under subsections (F) or (G), above, within 30 days following SRA's submission of a demand for payment pursuant to this provision. If SRA is required to initiate legal action to compel Contractor's compliance with this provision, and SRA is the prevailing party in such action, Contractor and its surety are solely responsible for all of SRA's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs SRA incurs to correct the defective Work.

11.3 **Use Prior to Final Completion.** SRA reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if SRA has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of SRA's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **SRA's Responsibility.** SRA will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 **Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to SRA acceptance of the Project, except for warranty work performed under this Article.

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**Article 12 - Dispute Resolution**

12.1 **Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to SRA in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by SRA, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and SRA. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment,
Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to SRA in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by SRA.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and SRA.

### 12.2 Claims Submission

The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to SRA in writing, clearly identified as a “Claim” submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of SRA’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

1. Provide a cover letter, specifically identifying the submission as a “Claim” submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

2. Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of SRA’s rejection of that demand, in whole or in part.

3. Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:
   
   a. A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;

   b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor’s authorized representative:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived.”

(C) Submission Deadlines.

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that SRA notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

12.3 SRA’s Response. SRA will respond within 60 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 60-day period is extended by mutual agreement of SRA and Contractor. However, if SRA determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, SRA may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that SRA may have against the Claim.
(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of SRA and Contractor. If Contractor’s Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by SRA to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

### 12.4 Meet and Confer

If Contractor disputes SRA’s written response, or SRA fails to respond within the specified time, within 15 days of receipt of SRA’s response or within 15 days of SRA’s failure to respond within the applicable 60-day time period under Section 12.3, respectively, Contractor may notify SRA of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify SRA of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor’s Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, SRA will schedule the meet and confer conference to be held within 60 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near SRA’s principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, SRA will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the SRA issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

### 12.5 Mediation

(A) **Mediation.** Within ten working days after the SRA issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, SRA and Contractor will mutually agree to a mediator. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

### 12.6 Reserved.

### 12.7 Arbitration

It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator’s award must be supported by law and substantial evidence.
12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The SRA will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the SRA’s remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the SRA reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by SRA. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to SRA, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, SRA may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to SRA’s satisfaction.

(A) Notice of Suspension. Upon receipt of SRA’s written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) Resumption of Work. Upon receipt of the SRA’s written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) Failure to Comply. Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor’s failure to comply with the Contract Documents.
(D) **No Duty to Suspend.** SRA’s right to suspend the Work will not give rise to a duty to suspend the Work, and SRA’s failure to suspend the Work will not constitute a defense to Contractor’s failure to comply with the requirements of the Contract Documents.

13.2 **Suspension for Convenience.** SRA reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for SRA’s convenience. Upon notice by SRA pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by SRA except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor’s failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 **Termination for Default.** SRA may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor’s refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor’s refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor’s failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor’s bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor’s license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor’s organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor’s rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon SRA’s declaration that Contractor is in default due to a material breach of the Contract Documents, if SRA determines that the default is curable, SRA will afford Contractor the opportunity to cure the default within ten days of SRA’s notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, SRA may issue written notice to Contractor and its performance bond surety of SRA’s termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor’s surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), SRA may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any
other means that SRA determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by SRA to complete the Work following termination, where “additional cost” means all cost in excess of the cost SRA would have incurred if Contractor had timely completed Work without the default and termination. In addition, SRA will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on SRA property for the purposes of completing the remaining Work.

(E)  **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to SRA of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to SRA’s rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by SRA, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from SRA of the total compensation to be paid by SRA.

(F)  **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor’s damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4  **Termination for Convenience.** SRA reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A)  **Compensation to Contractor.** In the event of SRA’s termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

1.  **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor’s schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

2.  **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

3.  **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.
(B) **Disputes.** If Contractor disputes the amount of compensation determined by SRA pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from SRA of total compensation to be paid by SRA.

13.5 **Actions Upon Termination for Default or Convenience.** The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, SRA may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to SRA.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to SRA all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

1. Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with SRA’s instructions for cessation of labor and securing the Project and any other Worksite(s).

2. Comply with SRA’s instructions to protect the completed Work and materials, using best efforts to minimize further costs.

3. Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

4. As directed in the notice, Contractor must assign to SRA or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor’s performance bond, and settle all outstanding liabilities and claims, subject to SRA’s approval.

5. As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to SRA.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor’s obligations for portions of the Work already performed will continue and the provisions of
the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

**Article 14 - Miscellaneous Provisions**

**14.1 Assignment of Unfair Business Practice Claims.** Contractor and its Subcontractors agree to assign to SRA all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time SRA tenders Final Payment to Contractor, without further acknowledgement by the parties.

**14.2 Provisions Deemed Inserted.** Every provision of law required by Laws to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended to comply with applicable Laws.

**14.3 Waiver.** SRA’s waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by SRA. SRA’s waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by SRA.

**14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

**14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

**14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor’s Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS
Special Conditions

1. Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between SRA and the federal agency or agencies providing federal funds. Copies of any funding agreement between SRA and a funding agency will be made available upon request. This Contract is subject to the applicable provisions of 2 CFR § 200 et seq., including the following.

1.1 Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the Contractor’s commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the SRA or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the SRA or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2 **Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination.

1.3 **Copeland “Anti-Kickback” Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

1.4 **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less
than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Contractor or a Subcontractor violates this requirement, the Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, the Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

1.5 Rights to Inventions. If the federal funding for this Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and constitutes an agreement between the SRA and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

1.6 Clean Air Act. If the Contract is for an amount in excess of $150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of $150,000.

1.7 Federal Water Pollution Control Act. If the Contract is for an amount in excess of $150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of $150,000.

1.8 Suspension and Debarment. Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.

1.9 Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of $100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31
U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.

1.10 **Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of $10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

1.11 **Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1.12 **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with Laws, the SRA should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

2. **Project Funding Requirements.** The following provisions apply to work on the Smith River Estuary Backwater Habitat Enhancement Project – Tedsen Backwater, pursuant to Exhibit 1b to the California Department of Fish and Wildlife (“CDFW”) Fisheries Restoration Program, Grant Agreement Number Q2110513.
2.1 **State Agency Audit Rights.** Contractor agrees that CDFW, the California Department of Finance, the California Department of General Services, and the California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three years after Final Payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

2.2 **Non-Discrimination.** During the performance of this Contract, Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family care leave, medical-care leave, or pregnancy-disability leave. Contractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Contractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Contractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this Contract.

3. **Permits and Approvals.** Contractor and its subcontractors are responsible for complying with all permits and similar regulatory agency approvals governing the Work on the Project or any portions thereof, including permits already acquired by the SRA or permits that must be obtained by the Contractor, as follows:

3.1 **SRA Permits.** The following permits or approvals apply to this Project and once complete will be made available to the contractor and [available online at https://smithriverralliance.org/bids]

1. CDFW Lake and Streambed Alteration Agreement
2. North Coast Regional Water Quality Control Board 401 Water Quality Certification
3. US Army Corps of Engineers 404 Water Quality Certification
4. National Oceanic and Atmospheric Administration Restoration Center Coastal Consistency Determination No.: CD-0006-22 and Programmatic Biological Opinion No: WCRO-2021-02830
4. **Pre-Construction Conference.** SRA will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between SRA and Contractor will be discussed, and Contractor must present SRA with the following information or documents at the meeting for SRA’s review and acceptance before the Work commences:

4.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;

4.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;

4.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

4.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;

4.5 Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after SRA issues the Pre-Construction Phase Notice to Proceed;

4.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;

4.7 Schedule with list of Project submittals that require SRA review, and list of the proposed material suppliers;

4.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;

4.9 If requested by SRA, Contractor’s cash flow projections; and

4.10 Any other documents specified in the Special Conditions or Notice of Award.

5. **Insurance Requirements.** The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.

5.1 **Added Additional Insureds.** The endorsement requirements set forth in subsection 4.3(D)(1) of the General Conditions also includes the following as Additional Insureds: State Lands Commission.

6. **Phased Work.** Pursuant to SRA’s Lake and Streambed Alteration Agreement, referenced in Recital D of the Contract, site access in nesting bird habitat and instream habitat will be restricted to August 15 to October 15. To ensure efficient use of this limited window, this Project is structured for two phases, a Pre-Construction Phase, for Work that can be performed prior to site access, and a Construction Phase for all of the Work that requires site access.

6.1 **Pre-Construction Phase.** The Pre-Construction Phase will include that can be performed prior to the start of the Access Window, including securing materials, preparing construction schedules, attending pre-construction conferences. Contractor must commence the Pre-Construction Phase Work as specified in the
Notice to Proceed with Pre-Construction Phase, and must complete the Pre-Construction Phase before the start of the Access Window.

6.2 **Construction Phase.** All Work that must be performed at the Project site must be performed during the Construction Phase and must be commenced and fully completed during the Access Window specified above. SRA will issue a Notice to Proceed with the Construction Phase following satisfactory completion of the Pre-Construction Phase.

6.3 **Notice to Proceed.** All references to the "Notice to Proceed" in the Contract Documents are deemed to mean the Notice to Proceed with the Construction Phase, with the exception of the references in Article 2.2 (F), 2.5, and 5.2 (A) of the General Conditions, and Article 4 of the Special Conditions.

END OF SPECIAL CONDITIONS
Appendix A

CDFW Non-Public Entities General Grant Provisions
1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.

2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.

3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without the written approval from CDFW.

4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“DOF”), Department of General Services (“DGS”), California State Auditor’s Office (“CSA”), or their designated representative shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“State”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.
bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. **REGULATORY COMPLIANCE:** Grantee’s implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee’s implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee’s implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

11. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. **CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this Agreement.
program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature or any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for the Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.b or amend the Agreement to reflect any reduction of funds.

13. **RIGHT TO TERMINATE:**

   a. This agreement may be terminated by mutual consent of both parties or by any party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.

   b. Within 30 days of the termination of this Agreement, Grantee shall provide CDFW a report that summarizes Grantee’s work on the Project.

   c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. **USE OF SUBCONTRACTOR(S):** If Grantee desires to accomplish part of the Project through the use of one (1) or more subcontractors, the following conditions must be met:

   a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;

   b. Agreements between the Grantee and the subcontractor must be in writing;

   c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, and their designated representative with respect to subcontractors that complies with Section 4 of this Exhibit 1.b;

   d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.b; and

   e. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure any subcontract in excess of $100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

15. **POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any of Grantee’s subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee’s obligation to pay its subcontractor(s) is an independent obligation from CDFW’s obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee’s subcontractors.
16. TRAVEL AND PER DIEM: If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.

17. LIABILITY INSURANCE: Unless otherwise specified in the Agreement, upon submitting a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

a. The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to CDFW;
b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance or a certificate of insurance stating that the subcontractor has liability insurance of not less than $1,000,000 per occurrence for bodily injury or property damage liability combines, then Grantee’s liability insurance shall provide such coverage for the subcontractor.

18. GRANTEE STAFF REQUIREMENTS: Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.
19. **EQUIPMENT PURCHASES:** For purposes of this Agreement, “Equipment” means tangible personal property having a useful life of four years, and “Major Equipment” means Equipment with a unit cost of $5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW’s request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

20. **GRANTEE’S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee’s process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.

21. **DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
      1. the dangers of drug abuse in the workplace;
      2. the person's or organization's policy of maintaining a drug-free workplace;
      3. any available counseling, rehabilitation, and employee assistance programs; and,
      4. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1. receive a copy of the company's drug-free policy statement; and
      2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.
22. **UNION ORGANIZING**: Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;

b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;

c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

23. **GOVERNING LAW**: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
1. **UTILIZATION OF SMALL, MINORITY AND WOMEN’S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:

   a. Include qualified small, minority and women-owned businesses on solicitation lists;
   
   b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
   
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
   
   d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
   
   e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
   
   f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.

2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in the Agreement.

4. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under this Agreement; and
   
   b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.
5. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

   a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing the grant.

   b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

   A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB)):

   a. OMB Circular A-21 – Education Institutions;  
   b. OMB Circular A-87 – State, Local or Indian Tribe Governments;  
   c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations;  
   d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or  
   e. 48 CFR Part 31 – For-Profit Organizations

   Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

   This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

   It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

   The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

(Rev. 07/19/2017)
8. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

10. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.

12. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State’s contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of the agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). A DUNS number is required for the SAM registration and must be included on the FFATA Certification form unless exempted per the certification. Grantee agrees to update its SAM registration and notify the State if there is a material change to its SAM data, or its exemption status changes.

(Rev. 07/19/2017)
Appendix B

Davis-Bacon Act Wage Determination
General Decision Number: CA20230004 01/06/2023

Superseded General Decision Number: CA20220004

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<table>
<thead>
<tr>
<th>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</th>
<th>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</td>
<td>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</td>
</tr>
</tbody>
</table>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.
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<tr>
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<td>$62.51</td>
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<tbody>
<tr>
<td>$53.69</td>
<td>$26.03</td>
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**SPECIALTY PAY:**

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.

(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.
Rates          Fringes
TERRAZZO FINISHER................$ 41.93            18.98
TERRAZZO WORKER/SETTER...........$ 56.84            27.53

----------------------------------------------------------------
BRCA0003-013 04/01/2022

Rates          Fringes
TILE FINISHER
Del Norte & Humboldt Counties....................$ 33.86            17.74
Lake & Mendocino Counties...$ 31.89            17.18

Rates          Fringes
TILE LAYER
Del Norte & Humboldt Counties....................$ 55.41            20.87
Lake & Mendocino Counties...$ 52.28            20.79

----------------------------------------------------------------
CARP0034-001 07/01/2021

Rates          Fringes
Diver
Assistant Tender, ROV
Tender/Technician...........$ 54.10            34.69
Diver standby................$ 60.51            34.69
Diver Tender................$ 59.51            34.69
Diver wet...................$ 103.62           34.69
Manifold Operator (mixed
gas)...........................$ 64.51            34.69
Manifold Operator (Standby).$ 59.51            34.69

DEPTH PAY (Surface Diving):
050 to 100 ft    $2.00 per foot
101 to 150 ft    $3.00 per foot
151 to 220 ft    $4.00 per foot
221 ft.-deeper   $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

----------------------------------------------------------------
CARP0034-003 07/01/2021

Rates          Fringes
Piledriver.......................$ 54.10            34.69

CARP0751-002 07/01/2021

Del Norte, Humboldt, Lake and Mendocino Counties

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<tr>
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<tr>
<td>Carpentry</td>
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<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$ 54.85</td>
<td>31.49</td>
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<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$ 47.77</td>
<td>31.49</td>
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<tr>
<td>Journeyman Carpenter</td>
<td>$ 47.62</td>
<td>31.49</td>
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<tr>
<td>Millwright</td>
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ELEC0551-001 06/01/2022

LAKE AND MENDOCINO COUNTIES

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<td>Electrician</td>
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TUNNEL WORK: Add $0.50 per hour.

ELEC0551-002 06/01/2022

DEL NORTE AND HUMBOLDT COUNTIES

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<tbody>
<tr>
<td>Electricians</td>
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<td>28.06</td>
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TUNNEL WORK: Add $0.50 per hour.

ELEC1245-002 06/01/2022

HUMBOLDT, LAKE AND MENDOCINO COUNTIES

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<tr>
<td>Line Construction</td>
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<tr>
<td>(1) Lineman; Cable splicer</td>
<td>$ 64.40</td>
<td>22.58</td>
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<tr>
<td>(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &amp; underground distribution line equipment)</td>
<td>$ 50.00</td>
<td>21.30</td>
</tr>
<tr>
<td>(3) Groundman</td>
<td>$ 38.23</td>
<td>20.89</td>
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<tr>
<td>(4) Powderman</td>
<td>$ 51.87</td>
<td>18.79</td>
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ENGI0003-014 06/29/2020
"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

<table>
<thead>
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<th>Rates</th>
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<td>OPERATOR: Power Equipment (AREA 1:)</td>
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<tr>
<td>GROUP 1</td>
<td>$ 51.42</td>
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<td>GROUP 2</td>
<td>$ 49.89</td>
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<td>GROUP 3</td>
<td>$ 48.41</td>
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<td>GROUP 5</td>
<td>$ 45.76</td>
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<td>GROUP 6</td>
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<td>GROUP 7</td>
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<td>GROUP 8</td>
<td>$ 42.16</td>
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<td>GROUP 8-A</td>
<td>$ 39.95</td>
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OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)

GROUP 1
- Cranes: $ 52.30 31.15
- Oiler: $ 43.79 31.15
- Truck crane oiler: $ 46.08 31.15

GROUP 2
- Cranes: $ 50.54 31.15
- Oiler: $ 42.83 31.15
- Truck crane oiler: $ 45.07 31.15

GROUP 3
- Cranes: $ 48.80 31.15
- Hydraulic: $ 44.44 31.15
- Oiler: $ 42.55 31.15
- Truck crane oiler: $ 44.83 31.15

GROUP 4
- Cranes: $ 45.76 31.15

OPERATOR: Power Equipment (Piledriving - AREA 1:)

GROUP 1
- Lifting devices: $ 52.64 31.15
- Oiler: $ 43.38 31.15
- Truck Crane Oilier: $ 45.66 31.15

GROUP 2
- Lifting devices: $ 50.82 31.15
- Oiler: $ 43.11 31.15
- Truck Crane Oilier: $ 45.41 31.15

GROUP 3
- Lifting devices: $ 49.14 31.15
- Oiler: $ 42.89 31.15
- Truck Crane Oilier: $ 45.12 31.15

GROUP 4
- Lifting devices: $ 47.37 31.15

GROUP 5
- Lifting devices: $ 44.73 31.15

GROUP 6
- Lifting devices: $ 42.50 31.15

OPERATOR: Power Equipment (Steel Erection - AREA 1:)

GROUP 1
- Cranes: $ 53.27 31.15
- Oiler: $ 43.72 31.15
- Truck Crane Oilier: $ 45.95 31.15
GROUP 2
Cranes .................. $ 51.50  31.15
Oiler ................... $ 43.45  31.15
Truck Crane Oiler ...... $ 45.73  31.15

GROUP 3
Cranes .................. $ 50.02  31.15
Hydraulic ................ $ 45.07  31.15
Oiler ................... $ 43.23  31.15
Truck Crane Oiler ...... $ 45.46  31.15

GROUP 4
Cranes .................. $ 48.00  31.15

GROUP 5
Cranes .................. $ 46.70  31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1 .................... $ 47.52  31.15
GROUP 1-A ................. $ 49.99  31.15
GROUP 2 .................... $ 46.26  31.15
GROUP 3 .................... $ 44.93  31.15
GROUP 4 .................... $ 43.79  31.15
GROUP 5 .................... $ 42.65  31.15

UNDERGROUND:
GROUP 1 .................... $ 47.42  31.15
GROUP 1-A ................. $ 49.89  31.15
GROUP 2 .................... $ 46.16  31.15
GROUP 3 .................... $ 44.83  31.15
GROUP 4 .................... $ 43.69  31.15
GROUP 5 .................... $ 42.55  31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and
grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip
Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete-gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oilier; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcyte gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND  [These areas do not apply to Piledrivers and Steel Erectors]
AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Power Equipment</td>
<td></td>
</tr>
<tr>
<td>(LANDSCAPE WORK ONLY)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td></td>
</tr>
<tr>
<td>AREA 1..................$ 39.95</td>
<td>30.28</td>
</tr>
<tr>
<td>AREA 2..................$ 41.95</td>
<td>30.28</td>
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<tr>
<td>GROUP 2</td>
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<tr>
<td>AREA 1..................$ 36.35</td>
<td>30.28</td>
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<tr>
<td>AREA 2..................$ 38.35</td>
<td>30.28</td>
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<tr>
<td>GROUP 3</td>
<td></td>
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<tr>
<td>AREA 1..................$ 31.74</td>
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</tr>
<tr>
<td>AREA 2..................$ 33.74</td>
<td>30.28</td>
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</tbody>
</table>

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydrafraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

------------------------------------------------------------------------
IRON0433-006 07/01/2020

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Fence Erector...............$ 34.58</td>
<td>24.81</td>
</tr>
<tr>
<td>Ornamental, Reinforcing and Structural...............$ 41.00</td>
<td>33.45</td>
</tr>
</tbody>
</table>

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-002 06/27/2022

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND
TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Asbestos Removal Laborer
  All Counties...............$ 27.05 | 13.50 |
| LABORER (Lead Removal)
  Area A.....................$ 35.37 | 26.95 |
  Area B.....................$ 34.37 | 26.95 |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial
site clean-up; site preparation; removal of
asbestos-containing materials from walls and ceilings; or
from pipes, boilers and mechanical systems only if they are
being scrapped; encapsulation, enclosure and disposal of
asbestos-containing materials by hand or with equipment or
machinery; scaffolding; fabrication of temporary wooden
barriers; and assembly of decontamination stations.

----------------------------------------------------------------
LAB00261-006 07/01/2022

MARIN COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| LABORER
  Mason Tender-Brick.........$ 36.54 | 25.21 |

FOOTNOTE: Refractory work where heat-protective clothing is
required: $2.00 per hour additional.

----------------------------------------------------------------
LAB00324-003 06/28/2021

DEL NORTE, HUMBOLDT, LAKE, AND MENDOCINO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| LABORER (TRAFFIC CONTROL/LANE
  CLOSURE)
  Escort Driver, Flag Person..$ 33.48 | 26.21 |
  Traffic Control Person I....$ 33.78 | 26.21 |
TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter;
Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TwM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive $.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.
GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
Tunnel and Shaft Laborers:

GROUP 1: $37.82  24.11
GROUP 2: $37.59  24.11
GROUP 3: $37.34  24.11
GROUP 4: $36.89  24.11
GROUP 5: $36.35  24.11
Shotcrete Specialist: $38.34  24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-009 07/01/2022
DEL NORTE, HUMBOLDT, LAKE, MENDOCINO, NAPA, SOLANO, AND SONOMA COUNTIES

LABORER

 Rates Fringes
Mason Tender-Brick............$ 35.84  25.91

FOOTNOTE: Refractory work where heat-protective clothing is required: $2.00 per hour additional.

------------------------------------------------------------------
PAIN0016-021 01/01/2022
LAKE AND MENDOCINO COUNTIES

Rates Fringes
Painters:.........................$ 46.37  26.33

------------------------------------------------------------------
PAIN1034-001 06/01/1993
DEL NORTE AND HUMBOLDT COUNTIES

Rates Fringes
Painters:
  Brush & Roller..............$ 13.35 **          2.94
  Sandblaster, spray, structural steel & swing stage.................$ 13.60 **          2.94

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway Marking:
  GROUP 1.....................$ 40.83            17.62
  GROUP 2.....................$ 34.71            17.62
  GROUP 3.....................$ 35.11            17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings
GROUP 2: Gamecourt & Playground Installer
GROUP 3: Protective Coating, Pavement Sealing

----------------------------------------------------------------

PLAS0300-005 07/01/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 32.15            23.27

----------------------------------------------------------------

PLUM0038-004 07/01/2022

LAKE AND MENDOCINO COUNTIES

Rates Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....$ 69.70            33.15

PLUMBER
  Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE..............$ 69.70            46.38
  All other work - NEW CONSTRUCTION RATE..............$ 82.00            48.18

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PLUM0355-005 07/01/2022

DEL NORTE AND HUMBOLDT COUNTIES:

Rates Fringes
Underground Utility Worker
/Landscape Fitter...........$ 32.22            17.55

SHEE0104-016 06/29/2020

Rates          Fringes

SHEET METAL WORKER
Mechanical contracts
$200,000 or less............$ 55.92            45.29
All other work..............$ 64.06            46.83

TEAM0094-001 07/01/2022

Rates          Fringes

Truck drivers:
GROUP 1.................$ 36.95            31.14
GROUP 2.................$ 37.25            31.14
GROUP 3.................$ 37.55            31.14
GROUP 4.................$ 37.90            31.14
GROUP 5.................$ 38.25            31.14

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or person haul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or boot person; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or
Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on a wage determination matter
   * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

   Branch of Construction Wage Determinations
   Wage and Hour Division
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION
Appendix C

Construction Specifications
Appendix C

Construction Specifications
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1   GENERAL

The Contractor shall take all reasonable precautions to restrict their operations to the least area of work possible and shall not disturb private property beyond the areas of work. The Contractor shall make every effort to minimize their work area and keep the construction area clean and free of all excess trash, debris, pollutants, and dust at all times.

The Contractor shall be cognizant if the project involves work within the County road right of way or adjacent to private property. The Contractor shall not use or access the project site through private property without submitting written approval from the property owners to the Engineer or Geologist. Access to the backwater shall be graded per the Design Plans and within the existing disturbed areas as much as possible. Unless otherwise indicated by the Design Plans, all trees are to be protected. The Contractor shall notify the Project Proponent a minimum of one month prior to commencement of work. The Contractor shall notify adjacent property owners by written notification 72 hours prior to commencement of work.

The Contractor shall keep driveway access open to adjacent neighbors at all times. Before road closure, a minimum of 7 calendar days advanced notice is required. Signage and barricades are the responsibility of the Contractor. The closure area shall be barricaded at all times in order to protect the public from any open trenches.

Normal working hours for the work site shall not be earlier than 7:00 a.m. or later than 5:00 p.m. weekdays, unless otherwise approved by the Engineer or Geologist.

Should the Contractor need to stage equipment and materials along public roads, there shall be unobstructed access for residents at all times. The Contractor shall provide any additional equipment or material staging areas at their own expense. Any damages to the existing asphalt beyond the limits of work as shown on the Design Plans shall be repaired at the Contractor’s expense. Disturbed areas resulting from stockpiling materials along the edge of pavement will be required to be restored by applying the grass seed mix listed herein and installation of erosion control per the approval of the Engineer or Geologist.

Any damage or use of private property, non-county-maintained road, or facility is the responsibility of the Contractor. The Contractor shall be responsible for any damage to existing utilities, adjacent roads, or property caused by their activities; and shall also use suitably sized equipment to prevent such damage.

Debris, soil, silt, bark, trash, treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project-related activities, shall be prevented from contaminating the soil and/or entering public waters. Any of these materials, placed within or where they may enter a stream, by the Contractor or any party working under contract, or with permission of the applicant, shall be removed immediately. During project activities, all trash that may attract potential predators of salmonids will be properly contained, removed from the work site, and disposed of daily.

Dimensions noted on the Design Plans take precedent over scale.
1.1 Order of Work/Progress Schedule

Construction work for the site shall not commence until all materials are available. Construction work for the site shall be coordinated with any work by utility entities performing utility relocations to avoid conflicts. Monetary reimbursement for any right of way delays regarding work by utility entities shall not be allowed.

The Contractor shall prepare and submit a work plan and progress schedule in a form provided by or acceptable to the Engineer or Geologist. The above items shall clearly disclose the Contractor’s proposed procedures and methods of operation, including identifying any special equipment intended for use on the project. The Contractor shall allow 5 working days for review and approval of this item by the Engineer or Geologist. The Progress Schedule will be reviewed weekly for accuracy. Any modifications to the Progress Schedule shall be submitted to the Project Proponent in writing. Modifications to the Progress Schedule will not constitute approval for a work schedule extension.

The Contractor shall submit a separate weekly schedule, separate from the entire project schedule, which shall indicate daily planned work activities. This separate weekly schedule shall be suitable for publishing in local news sources. A digital version and paper copy of the separate weekly schedule shall be submitted to the Engineer or Geologist no later than the Wednesday preceding the workweek. The Project Proponent shall have the right to publish part of this schedule on their website or in a local publication.

No work may begin under the contract until the Engineer or Geologist has approved the Progress Schedule. Time required for review and approval of these items shall not constitute a basis for time extension.

Full compensation for complying with these provisions shall be considered as included in the contract price paid for various items and no separate payment shall be made.

2 EXISTING FACILITIES

2.1 General

If the Contractor requires overhead power lines to be de-energized to facilitate work, the Contractor shall notify the power utility as soon as possible with the expectation of at least 1-2 weeks to de-energize lines.

In order to avoid conflicts, construction work for the site shall be coordinated with any work by utility entities performing utility relocations. The Contractor shall also coordinate with the utilities, such that the utilities may have sufficient time to install their facilities in the roadway prior to final grading/paving. Reimbursement for right-of-way delays regarding work by utility entities shall not be allowed.

Existing utility poles, communication, and telephone lines shall be protected in place during construction. If the contractor requires utilities to support the pole or lines during construction, the Contractor shall coordinate with relevant utilities prior to construction activities.

It is not the intent of the Design Plans to show the exact location of existing or relocated utilities, and the Engineer or Geologist assumes no responsibility therein. Whenever any such utilities are
indicated therein, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify the appropriate Underground Service Alert (USA) for their location 48 hours prior to excavation.

Where excavations are performed in the vicinity of underground utility services the Contractor shall, as necessary, perform initial exploratory excavations (e.g., potholing) to determine their exact depth and location. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work.

Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at their expense in the event of damage. Where existing utilities require temporary or permanent relocation to accommodate proposed work the Contractor will work with the utilities to provide a minimum of interruption to local service.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

3 CONSTRUCTION STAKING

3.1 General

The Contractor or other approved party shall provide construction staking for the project. If it is desired that the Engineer conduct the staking, the Contractor shall submit a survey request to the Engineer at the preconstruction meeting. The Contractor shall notify the Engineer at least 14 working days in advance of when construction stakes will be required, and preferably 30 days prior.

Any undue destruction of stakes by the Contractor shall constitute cause to hold the Contractor liable for the cost of re-staking and said cost shall be deducted from any monies due the Contractor.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

4 SIGNS AND TRAFFIC CONTROL

4.1 General

All signs and other warning devices (including construction and warning signs placed beyond the limit of work), shall be provided by the Contractor, and shall remain their property after the completion of the contract.

The Contractor shall refer to the current California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones and the Uniform Signs Chart issued by the California Department of Transportation, and shall furnish, erect, maintain, and remove all necessary signs and devices during the length of this contract.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If during the course of the work it is necessary to restrict
access to certain driveways for an extended period of time, the Contractor shall notify the affected residences and the Engineer or Geologist in writing, at least 48 hours in advance.

If necessary, the Contractor shall post temporary ROAD CLOSURE signs. Road closure signs shall read as follows with street name inserted in blanks: “______ Street CLOSED. No through traffic on ______ Street”. Signs shall be placed a minimum of 72 hours in advance of construction activities. Where existing road signs are in conflict with the proposed work, the Contractor shall relocate such signs to temporary or permanent locations as directed by the Engineer or Geologist. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends.

Open trenches shall be adequately barricaded to protect the public at all times. Road closure barricades shall be equipped with flashing beacons that are visible at night. The Contractor shall be responsible for maintaining all barricades and flashing beacons for the duration of the project. Any non-functioning beacons shall be repaired by the end of the work shift. In addition, Type II barriers shall be placed across the roadway to ensure observance of road closure during all hours for pedestrian and vehicular safety at all times. K-rail barriers shall be placed on road at the boundaries of excavation to prevent vehicles from approaching or falling into excavation in the roadway.

It is the responsibility of the Contractor to arrange for the towing and removal of any vehicles which interfere with the work operations. Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of the roadway open for use by local residents.

Where existing road signs are in conflict with the proposed work, the Contractor shall cover existing signs or relocate such signs to temporary locations as directed by the Engineer or Geologist.

The Contractor shall examine the entire project site at the end of each day and verify that all necessary warning signs are in place and have effective night reflective visibility.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

5 CLEARING AND GRUBBING

5.1 General

Clearing and grubbing, especially with concern for existing native vegetation, shall be limited to the maximum extent practicable to those areas actually affected by the planned construction, and for access as shown by the plan. No other access shall be allowed unless otherwise approved by the Engineer or Geologist, and written approval is obtained from the property owner if desired access goes over private property.

Clearing and grubbing shall include, but not be limited to the following:
• Removal of concrete, wooden debris, abandoned ACC pipe or other type of piping as encountered during the excavation.

• The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, the Contractor shall verify with the applicable utility entity that the subject facility is abandoned.

• Remove trees that are in conflict with the design as indicated on the Design Plans and or marked by the Engineer or Geologist in the field. Existing trees throughout the project not marked for removal shall be protected from equipment at all times. Other trees not marked for removal may require trimming/l limbing to accommodate equipment movement within the project limits. Tree trimming will be limited to the minimum amount necessary and at the discretion of the Engineer or Geologist. The Contractor shall protect the tree root systems for trees in the proximity of construction and make every effort to modify their operation to not jeopardize the health of the trees.

• Remove roots as necessary that interfere with the work being performed within the project limits (e.g., rock structure placement and excavation for new channel).

• Trees designated for removal shall be salvaged and stockpiled for reuse as described in the Design Plans for non-engineered log structures. Trees identified for reuse will be kept as whole as possible, with rootwads intact. Slash from tree removal and clearing shall be chipped. Branches and logs too large for chipping, but smaller than approximately 1.5-ft diameter, will be stockpiled for the landowner. Logs that are not reused for non-engineered structures will be limbed and stockpiled for the landowner.

• Native wetland plants will be salvaged and stockpiled on-site as directed by the Project Proponent.

• Remove any debris, existing signs, or facilities that are in conflict with the proposed work and all other items conflicting with the work as shown on the Design Plans as necessary to accommodate construction operations, or as directed by the Engineer or Geologist.

• All removed materials, unless otherwise indicated on the Design Plans and specified herein, shall become the property of the Contractor and disposed of outside the road right-of-way at a legal dumpsite.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

6 EARTHWORK

6.1 General

This section includes excavation, site preparation and grading, fill placement, compaction, rough grading, and finish grading to the lines and grades shown on the Design Plans and as directed by the Engineer of Geologist.

Earthwork shall consist of performing all operations necessary to excavate and fill all materials, regardless of character and subsurface conditions per the Design Plans. Earthwork shall also include all moving and compacting of earthen materials, and the creation and removal of any necessary access ramps within roadways or stream channels, as shown on the Design Plans.

Earthwork includes channel deepening and widening, spoils mounding, as well as trenching and backfill for large wood structures. Cross sections are shown on the Design Plans to illustrate the
intent, but grading may also be adjusted in the field as directed by the Engineer or Geologist. In general, any suitable excavated material should be used for backfill on top of logs and large wood structures and compacted to as close to 90% relative compaction as possible.

In work locations with proximity to large trees and/or loose soils, it is preferred the Contractor utilize smaller equipment with less subgrade bearing requirement and tighter turning radii. The intent is to reduce compaction, trampling potential, and unintended tree damage.

6.2 Backfill Materials
Backfill may consist of 95% Structure Backfill-(95% Relative Compaction, unless otherwise noted on the Design Plans), 90% Structure Backfill-(90% Relative Compaction, unless otherwise noted on the Design Plans), or other material referenced herein or shown on the Design Plans. Unless specified otherwise on the Design Plans or herein, all other backfill materials shall be compacted to a relative compaction of at least 90%.

95% Structure Backfill-(95% Relative Compaction) shall have a Sand Equivalent value of not less than 20 and the following gradation:

<table>
<thead>
<tr>
<th>U.S. Standard Sieve Size</th>
<th>% Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 inch</td>
<td>100</td>
</tr>
<tr>
<td>No. 4</td>
<td>30–60</td>
</tr>
<tr>
<td>No. 30</td>
<td>5–35</td>
</tr>
</tbody>
</table>

90% Structure Backfill-(90% Relative Compaction) shall consist of material free of clasts and lumps exceeding 3 inches in greatest dimension, organic, and other unsatisfactory material as determined by the Engineer or Geologist. Excavated material deemed suitable by the Engineer or Geologist meeting said requirements, may be used as 90% Structure Backfill-(90% Relative Compaction) and may be used for backfill of most channel stabilization and habitat structures unless otherwise noted on the Design Plans.

6.3 Rough Grading
Although encountering bedrock is not expected at the work site, the Contractor shall be aware if there is bedrock within the riverbed of the project area and prepare for hard digging accordingly. Where the installation of any rock structures conflicts with existing bedrock, the Contractor shall cut into and notch the existing bedrock per the approval of the Engineer or Geologist such that placement of any large boulders, logs, or fill are supported against the flow of water, and do not roll off, rotate, or translate downstream.

The Contractor shall excavate unsuitable subgrade below the lower limits of excavation as shown on the Design Plans, only when directed by the Engineer or Geologist. If this is necessary, the Contractor shall replace the excavated area below said lower limits of excavation with structurally suitable material as directed by the Engineer or Geologist.

Earthen material generated from excavation that is not contaminated with construction debris can be utilized as fill/backfill per the approval of the Engineer or Geologist (soil is preferred for some applications and must be excavated selectively for quality), stockpiled on site, or transported to another location at the Contractor’s expense.
All excess excavated material as well as unsuitable and/or oversized native material which cannot be used for backfill/fill purposes shall be retained onsite in designated spoils locations and stockpiled in accordance with appropriate best management practices (BMPs). No extra or separate payment will be made for stockpiling or re-handling of any material.

6.4 Finish Grading

The Contractor shall fine grade all channel slopes to eliminate rough or low areas and maintain channel slope and all levels, profiles, and contours of subgrade. Grades at work areas shall conform to the Design Plans. Depressed or mounded surfaces shall not be accepted. Finished grades are to be within 0.2 feet of the elevation shown on the Design Plans. Finish each area to present a neat and uniform appearance satisfactory to the Engineer or Geologist.

Grades not otherwise indicated shall be uniform levels (1% minimum) or slopes between points where elevations are given. Finished grades shall be smooth, even, and on a uniform plane with no abrupt change of surface.

All finish grades shall provide for positive runoff to the backwater channel without low spots or pockets of water ponding more than 2 inches in depth. The Engineer or Geologist shall inspect final grades prior to completing work.

Whenever reference to finish grade is made, it shall be considered to be the finished surface of graded channel embankments and/or any completed channel stabilization features as shown on the Design Plans.

Tolerances for finished grading shall be ±0.2 feet vertical and ±0.5 feet horizontal, unless otherwise specified in the Design Plans or by the Engineer or Geologist.

6.5 Erosion Prevention and Sediment Control

The Contractor shall employ best management practices (BMPs) to prevent erosion and control sediment, as described in the current California Stormwater BMP handbook for construction. Upon the completion of the site grading, all disturbed surfaces shall be treated in order to prevent erosion. Erosion control measures will be installed as shown on the Design Plans and covering all disturbed and or graded surfaces, with the exception of river or stream bed. At a minimum, the following best management practices shall be implemented:

- Erosion and sediment control BMPs shall be installed prior to the wet season (1 October through 30 April).
- Sensitive areas and areas where existing vegetation is being preserved for erosion control objectives shall be protected with construction fencing if requested by the Engineer or Project Proponent. Fencing shall be maintained throughout construction activities.
- All areas disturbed during grading activities shall be seeded with native grass seed and mulched with weed free mulch. Rice straw is acceptable in pasture areas and wood chip or bark mulch is acceptable in riparian areas.
- Prior to seeding and straw, disturbed areas should be roughened by track walking with a dozer.
- Straw shall be applied at a uniform rate of approximately 4,000 lbs per acre by hand.
• At the completion of the project, straw wattles shall be placed as shown on the Design Plans and/or directed by the Engineer or Geologist.
• All sediment control BMPs shall be maintained throughout the wet season until new vegetation has become established on all graded areas.

6.6 Temporary Access Features

The Contractor shall be entirely responsible and liable for stability and safety of all temporary access features. The Engineer or Geologist should be informed of any discrepancies on the Design Plans or other stability or safety concerns. The Contractor shall stay within specifically designated limits of work and access routes, as shown on the Design Plans. The Engineer or Geologist should be notified if any existing tree roots or existing geomorphological features, not noted on the Design Plans, will be impacted by temporary access features or construction equipment. Existing tree roots on banks should be preserved and protected by material specified by the Engineer or Geologist.

Temporary access features shall be composed of clean gravel installed in channels as shown on the Design Plans. Sites requiring dewatering shall be dewatered prior to installation of temporary access features unless otherwise noted on the Design Plans. Channel beds shall be thoroughly checked for structural stability to bear loads of construction equipment. All reasonable efforts must be made to protect roots of the existing large hedgerow trees. Small size and/or specialized equipment may be necessary to protect vegetation along access routes. Gravel ramps shall be entirely removed upon completion of project. Some temporary access features can be graded into the channel bed upon project completion if substrate size is suitable. If this option is not noted on the Design Plans, the Engineer or Geologist must be informed and provide approval before the beginning of project work; and gravel quality must be approved by the Engineer or Geologist.

6.7 Measurement

Earthwork quantities have been measured based on grading in AutoCAD using the limits shown on the Design Plans. Earthwork quantities are final, but may be adjusted in the field, as needed, under the direction of the Engineer or Geologist.

Reconstruction of engineered embankment fill using suitable native excavated material will not be measured or paid for. Excavation for any new channel stabilization features or any other construction features will not be measured or paid for.

6.8 Payment

The price paid per cubic yard for earthwork shall be for the quantities stated in the Engineer's Cost Estimate and no additional payment will be made unless the dimensions, as shown on the Design Plans, are changed by the Engineer. Payment for earthwork, complete in place, will be made at the cubic yard price bid for earthwork as set forth on the bidding sheet.

The cubic yard price bid for earthwork shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in excavating, backfilling, compacting to the specified relative compaction, furnishing water necessary to moisten, place or otherwise aid in backfilling and compaction operation, stockpiling and moving excavated material regardless of number of times, rough and finish grading, and off-hauling of
surplus material, complete in place, as shown on the Design Plans, as specified herein, and as directed by the Engineer or Geologist.

No separate payment for excavation necessary for any diversion or control of water shall be made. Payment for such excavation shall be considered included in the price bid for dewatering.

The cost of excavation and backfill below finish grade elevations for any individual channel enhancement or stabilization features shall be included in the individual cost of the various channel enhancement and stabilization features.

7 SITE DEWATERING AND AQUATIC AND TERRESTRIAL SPECIES RELocation

7.1 General

The work site shall be dewatered, to the Engineer’s or Geologist’s satisfaction, to provide working conditions free of detrimental water, prior to the start of any construction. The amount of flow in the project area may fluctuate. This variance can be attributed to, but not limited to, groundwater contribution, tide, storms, domestic runoff, irrigation practices upstream, etc. Tidal fluctuation will substantially impact surface flow during construction.

The Contractor shall develop and submit a dewatering plan for dewatering the project site, in general accordance with the specifications in the Design Plans. The dewatering plan shall be approved by the Engineer or Geologist prior to beginning work.

The Contractor shall maintain the work site in a dewatered condition. No work shall begin until the dewatering system has been installed and such installation has been approved by the Engineer or Geologist.

The Contractor shall not lay claim against the Project Proponent for damages by surface and/or groundwater flows to their work, property, or materials. The Contractor shall comply with all applicable laws, statutes, and permit provisions with regards to their dewatering system.

The dewatering system shall be maintained by the contractor until all construction is completed.

The dewatering system shall not be removed until authorized by the Engineer or Geologist.

Dewatering work shall preferentially be performed in one area at a time to ensure adequate time to thoroughly relocate the aquatic species within each project reach, dewater the individual reach and perform project construction and/or remove sediment, per the Design Plans, thereby creating a less significant impact to the overall length of the reach at any one time. An approved, a qualified biologist shall coordinate timing on when to begin dewatering and sediment removal within each reach as each reach is isolated, and species sufficiently removed and relocated prior to starting work in the next reach.

The dewatering process for aquatic species relocation typically includes the following steps:

- Install turbidity curtain in river as shown in the Design Plans.
- Install exclusionary screening across channel upstream of location for upper cofferdam.
- Install exclusionary screening across channel downstream of location for lower cofferdam in this reach.
- Biologists seine low-flow channel and any pools between exclusionary screens to capture and relocate native freshwater fish and shall continue until as many fish as possible have been captured and relocated from the reach. Portable pumps shall be used as needed to complete dewatering of any pools.
- When biologists have completed fish relocation efforts, they will authorize installation of the cofferdams, to be installed just inside the exclusionary screening at the upstream and downstream limits of the reach.
- After cofferdams have been installed, further dewatering will occur (if necessary).
- After dewatering, construction and/or sediment removal may proceed.
- Removal of cofferdams and exclusionary screening.
- Complete any grading and install erosion control, and plantings as needed.

7.2 Project Biologist

To avoid conflicts the Contractor’s work shall be coordinated with any work performed by biologists associated with fish relocation activities. Fish relocation activities must be completed by a qualified fish biologist, experienced with fish capture and handling. A qualified fish biologist will be retained by the Project Proponent.

A CDFW-approved “Qualified Biologist” will direct the native fish capture and relocation efforts, along with a team of their and the Engineer’s or Geologist’s choosing. Biologists shall have appropriate permits from CDFW (SC-806) and NMFS (1045-1) to capture and handle listed salmonids and other aquatic species, and shall, ideally, have experience performing this task in multiple other similar reaches. Biologists shall follow CDFW and NMFS guidelines and notify these agencies at least one week prior to beginning of fish capture activities.

7.3 Exclusionary Screening

Prior to fish removal, installing cofferdams, and dewatering, exclusionary screens shall be securely installed at the downstream work limits as shown on the Design Plans. Exclusionary netting shall be a fine mesh block net placed across the full wetted channel of the backwater entrance. A turbidity curtain can serve the same purpose as exclusionary screening if it is installed in the same configuration. Isolated pools within the backwater likely will not contain fish, although blocks nets should be used, as needed, to assist in isolating individual areas for more thorough fish capture by the Biologist.

All fish screens, including exclusionary netting, shall have openings no larger than 3/32 inch in diameter (or diagonally if rectangular) and shall comply with CDFW/NMFS screening criteria for salmonids. When used to screen intakes on portable pumps, the screen shall be in the form of a basket of sufficient size to comply with CDFW/NMFS criteria for water velocity across the screen face, in order to not entrain fish and cause them to be impinged against the screen.

Exclusionary screening may also be installed where the biologist determines the downstream limit of fresh-water fish capture should be. In this case, the Biologist will determine an appropriate location for the lower limit of freshwater aquatic species, and exclusionary screening.
will be placed across the channel in this location. Fish capture and relocation downstream of the limit of active freshwater fish capture will be per the recommendation of the Biologist.

The Biologist shall determine exact locations for exclusionary screening and netting in the field sufficient to minimize the length of channel that will require fish relocation and at the same time that adequately relocate fish that could be impacted by the planned work. The fish capture should begin only when the exclusionary screens and nets are in place for each reach.

7.4 Aquatic and Terrestrial Species Salvage and Relocation

The Contractor shall coordinate with and provide assistance to the Project Proponent and the qualified project biologist to relocate any aquatic or terrestrial species occupying pools and riparian areas in the project site prior to start of work. The Contractor shall contact the Engineer or Geologist a minimum of one week prior to dewatering to arrange the specific day for this work to occur.

If the project start date is earlier than August 31, then nesting bird surveys must be completed with 7 days from the start of construction, and must be repeated if there is a 7-day lapse in construction activities. After isolation measures are installed, a Biologist under direction of the Project Proponent will relocate species a safe distance away from the construction activities and out of the work site. However, in some instances, species may re-enter the project site and/or a buffer zone may need to be established in which no work would be conducted within some specified distance from the species’ location. Further required actions could include, but are not limited to: 1) temporary delay in construction while species are relocated by qualified biologists; and/or 2) delay of construction until predetermined date after breeding season with no construction occurring within a buffer zone around the area where species were found (the Project Proponent and their representatives are not liable for such delays); and/or 3) active relocation of species during dewatering, clearing and/or grubbing activities.

The Biologist shall walk through the upstream reaches of the project to identify pools, undercut areas, or other locations where native fish are more likely to be found. The Biologist shall also attempt to verify that native fish smolts appear to have emigrated, so only juveniles are expected. During this walkthrough the Biologist shall also direct the appropriate party to remove overhanging and in-stream vegetation that could interfere with fish removal efforts.

At least one “designated driver” will be constantly transporting buckets and/or tubs of fish to the relocation sites while a crew of “fishers” will assist the biologists in collecting fish with dip nets and seines. Fish will be relocated within 30 minutes of capture or less at the discretion of the Biologist. Designated drivers will handle the buckets/tubs in which fish will be transported carefully in order to avoid sloshing and minimize stress and injury to the relocated aquatic species. During transit, the designated driver will travel slowly and smoothly while another crewmember monitors the containers. After confirming that water temperature in the containers is within 2-3 degrees of ambient stream temperature at the relocation site, the buckets and tubs will be lowered slowly into the pools at the relocation sites, and not dumped. If there is a thermal difference of more than 2–3 degrees, stream water will gradually be mixed with the water in the containers over a few minutes time, to allow the fish to acclimate to the ambient stream water temperature before they are released.

The designated drivers shall use direct routes to the relocation sites to minimize the time that aquatic species will spend in transit. Sites shall, if possible, have easy and short access from the
work site, expediting the fish relocation process. All relocation sites should be, if possible, either
downstream of the project dewatering boundaries and areas of dewatering impact. Fresh water
species shall be relocated to suitable freshwater habitat downstream of the project area. The
Biologist shall inspect the sites before fish relocation begins. Fish shall not be relocated to any
pools that do not also have good in-stream shelter for the fish (e.g., boulders, undercut ledges,
rootwads, vegetation, etc.).

Multiple relocation sites shall be used, where feasible, in order to reduce competition for
resources with resident fish and the sites shall be spaced far enough apart to facilitate fish
dispersal. The buckets/tubs shall be filled with clean, clear water from the stream near where
those fish are removed and shall be continuously aerated during fish capture to ensure dissolved
oxygen concentration is near saturation. The buckets/tubs shall be large enough and contain small
each numbers of fish to avoid overcrowding. Steelhead shall be placed in insulated buckets (3-
gal., covered bait buckets or in larger insulated coolers) and segregated by size classes and from
all other species. To minimize stress and injury to the fish, waterlogged leaves or twigs may be
added to the containers to provide shelter (and to reduce sloshing during transport). Toxic
vegetation and most other live vegetation shall not be placed in the containers.

Wading gear and all equipment brought to the site shall be sterilized prior to entering the water
according to CDFW’s Aquatic Invasive Species Disinfection/Decontamination Protocols.
Formula 409 disinfectant shall not be used. Gear shall be sterilized again at the end of each
workday or before it is used in a different body of water.

Water temperatures shall be monitored with thermometers to ensure that water in the buckets/tubs
are at or below water temperatures in the backwater where the fish were collected. If necessary,
sealed bags of ice may be floated in each container. All fish buckets/tubs will be kept in quiet,
still, shaded areas and fish will be held in these containers for a minimal amount of time per the
discretion of the Biologist.

Capture nets shall be made of non-abrasive, soft, knotless nylon and the mesh shall be small
enough (1/8-3/16th-inch) to capture the smallest juveniles or fry encountered. As many as possible
of the native fish encountered shall be captured and relocated, although it is not always feasible to
capture all of the smallest (<0.5-inch) fry of native species potentially present. The seines, dip
nets, crewmembers’ hands, and all other materials/equipment used shall be washed with stream
water and remain wetted prior to any contact with aquatic species and shall be free of any
substances such as hand sanitizer, sunscreen, and insect repellent.

Portable pumps shall be used as needed to lower water surface elevations in isolated pools to
increase fish capture efficiency. As water levels are brought down, fish are forced to leave hiding
places and move to the center of the channel where they can be captured more easily. Pump
intakes shall be screened per NMFS criteria for anadromous salmonids having openings no larger
than 3/32 inches in diameter (or diagonally if rectangular). One two-inch portable pump and one
three-inch portable pump, or as needed for the project area, shall be on hand to lower water
surface elevations in pools during fish relocation. The appropriate size pump shall be selected
based on the size of the pool to be dewatered. This water should be pumped downstream of the
reach being dewatered as long as it is clean and clear of sediment. Otherwise, it should be
pumped and discharged above and beyond the top of bank where it may diffusely infiltrate into
the surrounding vegetation and soils.

Captured species shall be identified and counted, except for extremely abundant species, as
determined by the Biologist. Non-native species found will be destroyed. All turtles encountered,
including Western pond turtles, will be identified, measured and sexed by the Biologist prior to relocation.

If any salmonids are found dead or injured, the Biologist will contact CDFW/NMFS immediately by phone to determine if additional protective measures are to be taken. Mortalities will be retained in a sealed plastic bag with a label indicating the date and location of collection and fork length. They will be frozen as soon as possible and kept frozen until CDFW/NMFS gives specific instructions.

7.5 Installation of Cofferdams

Cofferdams shall be constructed following the specifications in the Design Plan. Deviations from these plans can be submitted by the contractor for review by the project Engineer.

As each reach has been approved by the Biologist for completion of fish relocation, the Biologist shall authorize the crews to install the cofferdams and dewater as necessary. With the approval of the Biologist, once cofferdams and dewatering has occurred for each reach at a time, construction can begin.

The Biologist and team will monitor the project site throughout cofferdam installation and dewatering. The upstream cofferdam for each reach shall be installed first, then the lower cofferdam shall be installed. The Engineer or Geologist shall determine if bypass pumping from upstream of the upper cofferdam around the reach is necessary or if construction and/or sediment removal within each reach can be completed before significant ponding above the upper cofferdam occurs. Dewatering shall begin only after authorized by the Biologist.

Cofferdams shall be installed following the specifications in the Design Plans. The downstream cofferdam shall be installed at a very low tide to minimize the amount of tidal water to be pumped out of the project area.

7.6 Water Bypass

Water bypass shall be conducted using a gravity feed or pumped bypass line as recommended by the Design Plans. Bypass pipe diameter shall be sized to accommodate, at a minimum, twice the summer base flow. Bypass water shall be discharged to the locations specified in the Design Plans, or to an alternate location approved by the Engineer or Geologist; and may require energy dissipation at the outlet, which shall be installed and maintained at the Contractor’s expense.

Existing stream flow and or existing pool water levels upstream of the project work area and downstream of the project work area shall be maintained at or near normal summer low flows during construction. Pumping rates should be monitored to ensure water levels upstream are not being inadvertently lowered by excessive pumping.

7.7 Dewatering

Pumps shall be placed in flat areas, well away from the wetted stream channel. Pumps shall be secured in place (staked or tied back) to prevent movement caused by vibration. Pumps shall be refueled in an area that is well away from the stream channel and be placed on top of fuel absorbent mats in accordance with the spill prevention control and countermeasure (SPCC) plan (see Section 14). Spill control kits shall be available at the project site at all times and
construction personnel trained in the proper spill control procedures. In no case shall turbid, or any contaminated water be discharged directly to any waterway.

Pumped water shall be discharged to a filtration/settling system (i.e., filter fabric, turbidity curtain, or settling basin) downstream of work area to reduce turbidity, or discharged to vegetated upland areas for infiltration, where the water may be absorbed by the ground and not flow back into a stream within the work area. Saline water cannot be pumped into upland pasture areas. The Contractor shall coordinate with the Project Proponent to ensure water quality parameters are met before pumping into upland pasture areas. The Contractor is responsible for establishing infiltration or sediment basin locations to be approved by the Engineer or Geologist and the landowner. All sediment collected from dewatering the construction area shall be disposed of on-site by the Contractor to an approved location.

7.8 Sediment Removal

Sediment shall be removed, where called for on the Design Plans, when the water surface is at its lowest level, with minimal surface water flows. To reduce turbidity, sediment removal shall occur only after wet project reaches are dewatered.

7.9 Removal of Exclusionary Screen and Cofferdams

All cofferdams, pumps, screens, gravel filled sandbags, and any other materials shall be removed from the stream upon construction completion as soon as possible and in a manner that will allow flow to resume with the least disturbance to the channel substrate. Cofferdams shall be removed carefully and methodically to prevent erosion and increased turbidity of water flow back into the downstream reach. Cofferdams shall be removed such that surface elevations of water impounded above the cofferdam will not be reduced by a rate greater than one inch per hour. This will minimize the risk of beaching and stranding fish as the water surfaces of areas upstream are lowered.

7.10 Reporting

Within 30 days of completion of aquatic species capture and relocation, the Project Proponent or other specified party shall submit a report to CDFW and NMFS including:

- Dates of construction start and finish,
- Date and time of relocation,
- Species encountered,
- Species capture methods,
- Methods used for handling and minimization of stress to aquatic species,
- Methods of equipment cleaning and disinfection,
- Sizes of containers used for transporting and holding species,
- Description(s), map(s), and photo(s) of relocation site(s),
- Numbers by species of all captured fish, and
- All instances of mortality and injury and description of any problems and unforeseen effects.
7.11 Measurement

Not applicable.

7.12 Payment

Payment for designing, implementing, operating, and removing the dewatering system will be made as set forth on the bidding sheet and no separate payment shall be made herein.

The contract lump sum price bid for dewatering shall include full compensation for furnishing all labor (filtering and cleaning), materials, tools, equipment (including baker tanks, if necessary), and incidentals, and for doing all work involved in designing, implementing, operating, and removing the dewatering system as specified herein, required by the permits as directed by the Engineer or Geologist.

8 ROCK STRUCTURES

8.1 General

This scope of work includes materials, purchase, delivery, site preparation, and placement of rock at the elevations and locations shown on the Design Plans and as directed by the Engineer or Geologist. The rocks required for each structure shall be placed to the dimensions and at the locations shown on the Design Plans or as directed by the Engineer or Geologist.

Rocks shall be placed by equipment suitable for handling material of the sizes required, and no dumping will be allowed. Caltrans Type A placement shall be used for all placement. In general, rocks should be placed in such a way to maximize stability with the largest flat side on the bottom, where possible. Plan view diagrams and cross sections shown on the Design Plans illustrate the rock placement intent, but adjustments may be made in the field as directed by the Engineer or Geologist.

These structures shall be constructed using the dimensions, elevations, and tolerances indicated on the Design Plans. Rocks shall be placed by equipment suitable for handling material of the sizes required. No placed rock shall exhibit movement when walked upon.

8.2 Rock Structure Materials

All of the rocks imported to the site shall be fresh, un-weathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall range in size as shown on the Design Plans. No broken concrete or asphalt shall be allowed. If possible, neither the width nor the thickness of any rock shall be less than one-third of its length. The general rock specifications shall be:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density (apparent specific gravity)</td>
<td>2.5 min per Caltrans</td>
</tr>
<tr>
<td>Rock gradation types</td>
<td>Caltrans Standard 2 ton to 3 ton</td>
</tr>
<tr>
<td>Durability index</td>
<td>52 min. per Caltrans, California Test 229</td>
</tr>
<tr>
<td>Color</td>
<td>Rocks shall be of color which blends into the natural conditions of the area and must be approved by the Engineer or Geologist</td>
</tr>
</tbody>
</table>
Prior to commencement of the contract, the Contractor shall locate potential sources of rock, and the chosen quarry should be contacted a minimum of one month prior to the beginning of the project to ensure that sufficient rock is available.

Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted to the Engineer or Geologist to determine whether the rock meets the requirements as set forth in these Construction Specifications.

Rock class gradation table:

<table>
<thead>
<tr>
<th>RSP Class</th>
<th>Approx. $D_{50}$ Size</th>
<th>Approx. $D_{50}$ Weight (lb.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Ton</td>
<td>36</td>
<td>4400</td>
</tr>
<tr>
<td>3 Ton</td>
<td>44</td>
<td>7000</td>
</tr>
</tbody>
</table>

$^1$ Assumes rock density = 165 lb/ft$^3$

### 8.3 Measurement

Measurement for rock structures will be determined by the weight of boulder imported onto the site by the ton for each respective size. To ensure that the Contractor is utilizing the appropriate tonnage and type of rock for each structure, each truckload of rock arriving on-site shall be accompanied by a certified weight ticket furnished by a licensed weigh master. The Contractor shall supply the Engineer or Geologist daily with a copy of each certified weight ticket for the Engineer’s records.

### 8.4 Payment

Payment for all rock features will be paid for by item, linear foot, or tonnage as described above in and as set forth in the bidding sheet. The price bid per item, linear foot, or tonnage shall include but is not limited to full compensation for furnishing all labor, materials (including rock), tools, equipment and incidentals, and for doing all the work involved in constructing the structure, complete in place, including delivery and all necessary, placing, excavation below finish grade, and coir packing, and other incidentals as shown on the Design Plans, as specified herein, and as directed by the Engineer or Geologist.

The Contractor is responsible for verifying locations of each feature and no payment will be made for any excavation, compaction, rock placement, or other work resulting from misplacement of features. In addition, a copy of all rock weight slips shall be furnished to the Engineer or Geologist with a description of the location and type of structure for which the rock was used. No payment will be made until Engineer or Geologist verifies that the appropriate amount and type of rock was utilized for the installation of each enhancement and stabilization feature. No adjustment in the contract unit price for Rock Placement shall be made for increases or decreases of more than the percentage of the quantities as set forth in the schedule of bid prices.
9 LARGE WOOD STRUCTURES

9.1 General

This scope of work includes purchase, delivery, site preparation, and placement of Large Wood Structures including all materials, excavation, fill, compaction, rock placement, and anchoring required to install the features at the elevations and locations shown on the Design Plans and as directed by the Engineer or Geologist. Plan view diagrams and cross sections shown on the Design Plans illustrate the wood placement intent, but adjustments may be made in the field as directed by the Engineer or Geologist.

The general anchoring techniques used for this project will follow procedures listed in the CDFW Restoration Manual with log-to-log and log-to-rock anchoring, and shall follow the specifications in the Design Plans.

9.1.1 Structure types

This work item involves furnishing and installing Large Wood Structures as shown on the Design Plans. Large Wood Structure locations, though shown on the Design Plans, may be adjusted in the field by the Engineer or Geologist.

9.1.2 Source of large wood

The contractor shall be responsible for sourcing of the large wood.

9.1.3 Logs

The Contractor should refer to the Design Plans for length of trunk required at specific locations. The Contractor shall be responsible for sourcing the logs, but they should be, in general, Douglas fir in good condition with no rot, visible cracks, large knots, mold, or decayed wood. Other species may be used if approved by the Engineer or Geologist. The Contractor must submit proposed log source and samples prior to installation.

9.1.4 Anchoring materials

- Logs shall be in good condition with no rot and must be Douglas fir, or other species to be approved by the Engineer or Geologist. The Contractor must submit proposed log source and samples prior to installation.
- Logs shall be of sufficient quality to provide structural integrity to the Large Wood Structures. No visible cracks, large knots, moldy, or decayed wood shall be accepted.
- Log lengths and diameters shall be determined from the Design Plans.
- All bolts shall conform to ASTM A307, and all reinforcing steel shall conform to ASTM A615.
- 7/8-inch diameter threaded reinforcing steel shall be DYWIDAG Systems #7 Grade 75 Threadbar or equivalent.
- 1-inch threaded reinforcing steel shall be Dywidag Systems #8 Grade 75 Threadbar or equivalent.
- Nuts shall be DYWIDAG Systems #7 Grade 75 Cast Anchor Nut 1.75-inch length or equivalent.
• Eye nuts shall be DYWIDAG Systems #7 Grade 75 Cast Eye Nut or equivalent.
• Anchor shackles shall be ½-inch screw pin with alloy pin and body (WLL= 31/3 tons min-
Peerless Industrial Group shackles- Part # 8058503 or equivalent).
• Square washers shall be 3-inch X 3-inch X 3/8-inch-thick Grade 50 Steel plate washers
with 1 ½-inch drilled hole.
• Epoxy shall be Hilti HIT-RE 500 Epoxy System or equivalent.

9.1.5 Placement
Below is a general procedure for installation of large wood structures although this can be
modified based on site conditions or as directed by the Engineer or Geologist.

• After rough grading to the finish grades and lines shown on the Design Plans excavate
trench into bank for placement of the Large Wood Structure where specified. The trench
should be of sufficient width and depth to accommodate a log and anchor boulders as
shown on the Design Plans.
• Where wood to wood connections are made, logs shall be pinned together with threaded
rebar and 3 inch by 3 inch square washers recessed into the logs as shown on the Design
Plans.
• If anchored to a log or boulder, position anchoring points as close together as possible and
use methodologies shown on the Design Plans and as described in the epoxy manufacturers
specifications.
• Anchoring redundancy should be conducted as directed by the Engineer or Geologist.
• Place willow cuttings in and around Large Wood Structures.
• Place specified size and number of rocks around Large Wood Structures as shown on
Design Plans for anchorage so that Wood Structures will not be dislodged by high flow.
• Backfill and compact trenches with native substrate, as applicable.

9.2 Measurement
Measurement and payment for installation of Large Wood Structures will be made per each piece
of wood.

9.3 Payment
The price bid per each unit of Large Wood Structures shall include full compensation for
furnishing logs, preparation of anchoring system as shown on the Design Plans, furnishing and
placing specified number of rocks and sizes, excavation, placement of willow stakes, furnishing
all labor (including drilling rock anchors), materials (including rock, anchor bolts, fasteners,
adhesives, etc.), tools, equipment, and incidentals, and for doing all work involved in installing
Large Wood Structure as specified herein, as shown on the Design Plans and as directed by the
Engineer or Geologist.

The Contractor is responsible for verifying locations of each feature and no payment will be made
for any excavation, compaction, or work resulting from misplacement of features.
9.4 Non-Engineered Wood Structures

Logs produced during site clearing and grubbing can be salvaged to build non-engineered wood structures as shown in the Design Plans. In general, larger alder and willow trees shall be limbed and driven, topped, and/or pinned into the banks. Rootwads should be left intact, as feasible. Final configuration will be determined in the field as directed by the Engineer and/or Project Proponent.

10 PLANTING AND REVEGETATION

NOTE: This section is not the responsibility of the general engineering contractor.

10.1 General

The Contractor shall furnish all labor, materials, tools, equipment, and incidentals to complete all planting shown on the Design Plans and related work for revegetating any areas disturbed by construction activities and those areas shown on the Design Plans. Planting and revegetation shall be performed by a C-27 licensed landscaping contractor.

Prior to excavation for planting or placing, the Contractor will locate all cables, conduits, and utility lines so that proper precautions may be taken not to damage such facilities. In the event of a conflict between such lines and plant locations, the Contractor will promptly notify the Engineer or Geologist, who will arrange for relocation of one or the other. Failure to follow this procedure places upon the Contractor the responsibility to repair damages, at their own expense, which result from work hereunder.

The Contractor shall plant the following species, numbers, and sizes of native plants as indicated by the location zones on the Design Plans or as directed by the Engineer or Geologist. Plant materials shall be those that have been propagated from local sources only.

Native grass seed shall be planted at the site primarily in areas disturbed by equipment access.

The Contractor shall have plants delivered to the site no sooner than 2 days prior to planned installation. Prior to planting, the Contractor shall flag the location of all plantings for approval by the Engineer or Geologist. Plants shall be planted in holes that are a minimum of 1.5 times the diameter of the pot size and have a minimum 6 inches of backfilled soil underneath the potted plant.

Backfill for the holes shall be a sandy loam soil fill consisting of 50% approved native material, and 50% compost mixed together. The prepared soil shall be mixed in an adjacent area to the planting work and shall be accurately proportioned using a suitable measuring container such as a wheelbarrow of measured capacity. A minimum 2-inch thickness of mulch shall be placed around all plants to cover any loosened soil. If straw mulch is used, it shall be certified weed free. Plants shall be watered thoroughly on the same day they are planted.

Plants shall be well grown, free from insect pests and disease, and shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with the regulations thereof. All plants shall comply with Federal and State laws requiring inspection for plant diseases and infestations. Only Phytophthora-free native plant nurseries shall be used.
Plants shall be of symmetrical growth typical for the species and variety. Plants shall be well-rooted, and roots shall show no evidence of having been restricted or deformed at any time. Root condition of plants in containers will be determined by removal of earth from the roots of not less than two plants nor more than two percent (2%) of the total number of plants of each species or variety. When container-grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected by the Engineer or Geologist. In case the sample plants inspected are found to be defective, the Project Proponent or Engineer or Geologist reserves the right to reject the entire lot or lots of plants represented by the defective samples. Any plants rendered unsuitable for planting because of this inspection will be considered samples and will not be paid for.

All seed shall be in conformance with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer’s guarantee, and dates of test. In addition, the container shall be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. Seed shall be purchased from Pacific Coast Seed (http://www.pcseed.com) or approved equivalent.

Inspection certifications required by law shall accompany each shipment of plants, and certificates shall be delivered to the Engineer or Geologist. The Contractor shall obtain clearance from the County Agricultural Commissioner, as required by law, before installing plants delivered from outside the County. Evidence that such clearance has been obtained shall be presented to the Engineer or Geologist.

Plant names listed shall conform to the U.S. Department of Agriculture, Natural Resources Conservation Plants Database http://plants.usda.gov/java/. Common planting species and corresponding scientific names are shown on the Design Plans.

### 10.2 Installation

- Planting shall occur following project construction and the Engineer or Geologist shall approve the general location of tree plantings before installation.
- The species, size, and location of trees to be planted as part of this project have been defined on the Design Plans. The Engineer or Geologist shall approve final location of tree plantings before installation.
- Each plant shall be handled and packed in the approved manner for that species or variety and all necessary precautions shall be taken to ensure that the plants will arrive at the work site in proper condition for successful growth. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn.
- No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Any plants that, in the opinion of the Engineer or Geologist, are dry or in a wilted condition when delivered to the planting area will not be accepted and shall be replaced by the Contractor at their expense.
- Any plants delivered to the site which are found to be not true to name, or unsuitable in growth or condition, shall be removed from the site immediately and replaced with acceptable plants. Plants shall not be pruned prior to delivery unless authorized by the Engineer or Geologist. Trees shall not be topped before delivery. The Contractor shall maintain each plant in a healthy growing condition from the time it is delivered until planting has been accepted.
• Planting operations shall be conducted in such a manner that no damage will result to adjacent site improvements and existing plantings. The Contractor shall be responsible for any damage resulting from their operations and shall repair or replace such damage at their expense.

• No planting shall be done in soil that is too wet or too dry or otherwise in a condition not generally accepted as satisfactory for planting from a horticultural standpoint.

• Vehicles of any kind will not be allowed to pass over curbs, planted areas, etc., unless proper protection is provided.

• Plants shall be removed from the containers in such a manner that the balls of earth surrounding the roots are not broken. Plants will be planted and watered as specified immediately after removal from the containers. Containers shall not be cut prior to delivery of the plants to the planting area.

• Pruning after planting shall be limited to the minimum necessary for the removal of injured twigs and branches. On any branches larger than one-half inch in diameter, the cuts shall be coated with tree wound compound.

• The Contractor shall maintain all container grown plants from the initial planting through acceptance of the planting phase. This includes but is not limited to regular watering and weeding, promptly replacing sick, dead, or lost plants, and controlling pests and infestations. The purpose of the Maintenance Period is to ensure that the plants are healthy and well-established prior to the acceptance of the plantings.

• Each plant shall be planted in the center of the pit. No soil in muddy condition shall be used for backfilling. No filling will be permitted around trunks or stems. All broken or frayed roots shall be properly cut off. Pits shall be backfilled with compacted prepared backfill to the bottom of the root ball. The top of the root ball after planting shall be 1 inch higher than the grade of the existing ground. The rest of the plant pit shall be filled with prepared backfill and compacted by tamping and watering.

• All pits for trees shall be dug with vertical sides and level bottoms. Scarify sides to remove the glaze if drilling is used to prepare pits. Foot-tamp backfill material below root ball to prevent settling of plant.

• After planting operations have been completed, the Contractor shall remove all trash, excess soil, empty plant containers, and other debris from the work site. All scars, ruts or other marks in the project area caused by the revegetation work, shall be repaired and the work site left in a neat orderly condition.

10.3 Native Grass Seed

The native erosion control grass seed shall be spread by hand broadcasting methods over all disturbed, exposed soil in rock slope protection and on graded surfaces, with the exception of the channel bed. Incorporate the seed uniformly at the specified rates per acre. Provide seed of the latest crop, labeled in accordance with the California Food Agricultural Code with the ingredients per acre as described on the Design Plans.

10.4 Tree Stakes

• Double stake all trees higher than 3 feet.

• Double stakes shall be at right angles to the prevailing wind, except where otherwise indicated.
- Set stakes plumb.
- Use only 2-inch diameter stakes set outside rootball and driven 12 inches into undisturbed soil.
- Stakes must not protrude through root ball.

10.5 Inspections

The Contractor or their authorized representative shall be on the site at each inspection.

The Engineer or Geologist will conduct inspections at the following times:

- The first planting inspection will be when shrubs and trees are spotted for planting, but before planting holes are excavated. Final positioning of all trees is subject to approval of the Engineer or Geologist. The Contractor shall notify the Engineer or Geologist at least 3 days prior to the delivery date for plant materials. The number of plants delivered to the job site on any day will be no more than can be planted and watered on that day. Inspection of materials shall include quality, nomenclature, health, habit of growth, and root condition as specified herein.
- The second inspection will take place within 24 hours after the trees have been planted and the pits have been backfilled.
- The acceptance of planting inspection will be held when all specified work, except the Maintenance Period, has been completed.
- The final inspection will be at the completion of the Maintenance Period. The purpose of this inspection will be to inspect and to review the quality of maintenance, the health of the plants, and to determine which plants, if any, are to be replaced. Before final acceptance by the Engineer or Geologist, all plant basins shall be clean and free of debris and weeds, plant materials shall be living, healthy and free of infestations and all damaged or lost plants replaced.

10.6 Measurement

Measurement for Planting and Revegetation will be per each unit, complete in place as specified on the Design Plans.

11 PLANT ESTABLISHMENT AND MAINTENANCE PERIOD

NOTE: This section is not the responsibility of the general engineering contractor.

11.1 General

The work required under this section includes but is not limited to all labor, tools, materials, equipment, and incidentals required to conduct the Establishment and Maintenance Period at the project site as shown on the Design Plans, contained in these Construction Specifications, and as directed by the Engineer or Geologist.

It is recommended that post-construction monitoring and/or maintenance is conducted in relation to four specific areas.
11.2 Implementation Effectiveness Monitoring

Following project completion, as-built Design Plans shall be created so that the actual constructed project can be compared to the proposed project. In addition, restoration effectiveness monitoring should be conducted using protocols described in the CDFW California Salmonid Stream Habitat Restoration Manual or other equivalent approach. The purpose of these activities is to ensure that specific habitat enhancement goals were met as described in the Design Plans.

11.3 Large Wood Structures Monitoring and Maintenance

Following storm events with 1.5-year recurrence or greater flow discharges, it is recommended that field monitoring be conducted to ensure that the bank stabilization and habitat enhancement features are functioning as designed. Field photos and observations should document any evidence of the following conditions:

- Scour beyond expected pool formation that could undermine the structure or cause extensive bank erosion.
- Significant shifting of a structure.
- Failure or potential failure of anchoring hardware.
- Extensive racking of new large wood on a structure.

Based on monitoring results, maintenance activities may be recommended such as removing excess racked wood or installing new anchoring hardware. Note that racking of new wood is generally considered to be a positive project outcome, and this wood should only be modified or removed if the Engineer or Geologist determines that the racked wood may lead to instability of an enhancement feature or excessive scour.

11.4 Riparian Plant Maintenance

It is recommended that a “2- to 3-year plant maintenance and replacement” clause is included in the contract with the landscape contractor who is hired to perform the project revegetation, as described in the Design Plans and in these Specifications. Three to five years of plant survival maintenance and monitoring is likely to be required as a part of project permitting. As soon as all planting is completed, a planting review and preliminary inspection and punch list for the plantings will be held by the Engineer or Geologist upon request of the Contractor.

- Upon written approval of the work by the Engineer or Geologist, the Plant Establishment and Maintenance Period shall begin. The first day of that period shall be specified in the Engineer’s report, but not before all planting and irrigation punch list items are complete.
- It shall be the responsibility of the Contractor to notify the project inspector that maintenance crews will be on site to perform work during the Maintenance Period. The contractor shall notify the project inspector by either providing 24 hours’ notice in writing, or, provide a schedule for the entire Maintenance Period in writing, to be approved by the Engineer or Geologist. Upon notification, crews must meet the project inspector each day they are on site to verify their presence. Payment will not be made for those scheduled days if crews are on site without notification and verification by the project inspector, or if crews are not on site on scheduled days.
- The Contractor must have prior experience in maintaining native herbs, grasses, and shrubs in north coastal California. The Contractor must have successfully completed at least two other projects involving native plants. The Contractor must use maintenance techniques...
and practices appropriate for native wetland plants and will plan for the appropriate level of effort to provide the required maintenance as described in this Section in a timely manner. The Contractor must be able to distinguish between native and non-native plants.

- The Contractor shall ensure that container plant survival and weeding performance standards are met through plant maintenance activities during the Maintenance Period. These activities shall include, but are not limited to, watering, replanting of diseased or dead plants, litter control, weed control, fertilizing, rolling, cultivating, repair of irrigation systems, erosion control and control of diseases and pests and the general care and nurturing of installed container plants and emergent seedlings.

- Provided that the Contractor has met all other previous requirements related to site preparation, earthwork, seeding and planting, and plant maintenance, the Engineer or Geologist has the discretion, at any time during the Maintenance Period, to reduce the performance standards, or otherwise modify them to lower levels, if there are environmental or biological factors beyond the control of the Contractor that could not be reasonably foreseen by the Contractor and that would clearly prevent the Contractor from achieving the stated performance standards. Failure to achieve performance standards shall require replanting by the Contractor, as approved by the Engineer or Geologist.

- In the event of a flood, severe drought, or windstorm, as determined by the Engineer or Geologist, the Contractor shall not be required to provide replacement plantings without a contract change order.

- During each inspection, the Contractor shall record general observations of plant survival and weed cover. The results of these observations shall be used to identify problems as they begin, so that corrective maintenance actions can be taken before a larger problem develops. The Engineer or Geologist will also conduct periodic independent assessments of plant survival.

- The performance standards for the Maintenance Period related to plant survival shall be formally measured by the Contractor at the end of the Contract Period:
  - At that time, 95% of all installed container plants present at the beginning of the Maintenance Period must be present, live, healthy, undamaged, and free from infestations.
  - Planting areas shall be free of all broadleaf and grass weeds.
  - Plantings that do not conform to these specifications shall be replaced and brought to a satisfactory condition before final acceptance of the work.

If these performance standards have not been met, the Engineer or Geologist shall specify the amount of replanting to be conducted by the Contractor at the end of the Maintenance Period necessary to achieve the performance standards. In the event that the plantings are not acceptable at the end of the Maintenance Period, liquidated damages may be assessed.

The performance standard for weed control throughout the Maintenance Period is that plant cover by noxious invasive weeds at the project site shall not exceed 5% of the total vegetative cover at any time. The cover of native and non-native plants will be measured on a periodic basis during the Maintenance Period by the Engineer or Geologist to determine if the performance standard has been achieved. Failure to meet the standard shall require the Contractor to increase weeding efforts.
11.5 Submittals

- MONTHLY INSPECTION REPORT. The Contractor shall submit a monthly inspection report to the Engineer or Geologist during the Maintenance Period. The report shall indicate the status of installed plants, condition of temporary irrigation system, and recommendations for future actions, as necessary.

- HERBICIDE TREATMENT PLAN. Contractor shall provide a description of the herbicide to be used at the project site for the plant maintenance including dilution and application rates; manufacturer's name; application equipment and methods; measures to protect park users, including signs, barriers, notifications, etc; measures to avoid spraying protected plants; measures to avoid discharge into river water; evidence that the applicator is licensed to apply the herbicide; statement that the herbicide is approved by state and federal agencies for work in the type of environment at the project site.

11.6 Replacement Plants

For the sake of bidding, the Contractor shall assume 25% replacement plants (for purposes of labor estimate) to be installed at the end of the Maintenance Period.

Immediately replace any plant materials that die or are damaged. Replacements shall be made to the specifications as required for original plantings.

11.7 Pesticide and Herbicide

Pesticides and herbicides shall be approved by the Engineer or Geologist prior to use.

11.8 Water

Water for irrigation during the Maintenance Period shall be provided by the landowner from adjacent points of connection or temporary pumps. The landowner shall supply water to the project irrigation system at no cost to the Contractor. The Contractor shall have full authority to use water as needed to meet these Construction Specifications.

11.9 Watering

- The Contractor shall be responsible for watering the installed plants with irrigation system as necessary to maintain the plants in a healthy and vigorous condition throughout the duration of the Maintenance Period and before final acceptance.

- The frequency and duration of watering operations shall depend on current weather patterns and site-specific soil moisture conditions. The Contractor shall be responsible for receiving approval from the Engineer or Geologist on the watering schedule and application rates.

- Watering shall provide an adequate supply of moisture within the root zone of each plant during the normal growth period of the plant. The moisture content in all planted areas shall be sufficient to insure healthy plants and vigorous growth. This shall be accomplished by means of visual observation of plant material and the surrounding surface soil conditions within any given area.
• Observed deficiencies or excesses in watering program will be corrected immediately by the adjustment of controllers, as required. Controllers shall be programmed to water deeply without runoff by use of short repeat cycles. Irrigation shall be controlled and individual heads adjusted to prevent overspray and runoff onto paved areas.

• The Contractor shall be responsible for conducting site investigations as necessary throughout the Maintenance Period to evaluate the condition of plants, the need for irrigation, and the application of water. These investigations will include inspection of all plants for signs of inappropriate watering, including water stress (caused by lack of water or overwatering), stunted growth, wilting, premature leaf loss, and premature yellowing of leaves. If most of the plant material appears to be stressed and in danger of perishing, the Contractor shall consult the Engineer or Geologist to determine the frequency and duration of additional or decreased watering. The Engineer or Geologist shall provide approval to the Contractor of any modifications to the approved watering schedule.

• At no time shall water be applied in a way that will cause erosion, damage to plants, runoff, or damage to existing or naturally colonizing vegetation. If the watering application rates need adjustment, the Contractor shall be responsible for immediately contacting the Engineer or Geologist. The Contractor will assume full responsibility for corrective actions resulting from inappropriate water applications and failure to contact the Engineer or Geologist for direction.

11.10 Replacement Planting

Replacement planting shall occur during the Maintenance Period unless otherwise directed by the Engineer or Geologist. The Contractor shall provide all replacement plants. The Contractor shall provide the Engineer or Geologist with 30 days advance written notice when requesting replacement plant materials.

• Installation methods for replacement plants shall be in strict conformance to the Design Plans, these Construction Specifications, and the Engineer’s or Geologist’s direction. Plants shall be installed as described in these Construction Specifications.

• After each replacement, the Contractor shall submit to the Engineer or Geologist a marked planting plan and written documentation recording the time, species, and location of all replacements.

• The Landowner shall assume responsibility of maintaining the replacement plants once the Engineer or Geologist accepts the plantings as conforming to these Construction Specifications.

• The Contractor may recommend a different native plant for replacement planting if the Contractor believes original plant species is not performing well at site; subject to discretion of the Engineer or Geologist.

11.11 Weed Control

• The Contractor is responsible for maintaining all individual plants and all areas in between, as shown on the record drawings, free of weeds during the duration of the Maintenance Period in accordance with these Construction Specifications.

• Throughout the Maintenance Period, weeds shall be removed before reaching 4 inches in height or forming flowering all times of the Maintenance Period.
- Weed removal at the trunks of individual plants, or within 10 inches, shall be done by hand pulling or mechanical methods. Weed removal shall cause minimal disruption to the root systems of the installed plants, adjacent trees, and seed germinated plants.

- Herbicide shall be used for weed control in selected areas upon approval by the Engineer or Geologist. When herbicides are to be used for weed control, the Contractor shall notify the Engineer or Geologist 5 days in advance, the type of herbicide and any additives to be used, and the rate of herbicide application.

- The Contractor shall be responsible for spot applications of herbicide to invasive weed species as directed by the Engineer or Geologist at the project site.

- Hand crews shall spray individual plants using backpack units with a narrow spray to minimize drift and accidental spraying of nearby native species. Herbicide shall be applied so that it will not drift, or show signs of drift, outside the designated re-vegetation planting area. At all times, existing and installed plants must be protected from herbicide drift. The applicator shall avoid spraying during windy conditions; if windy conditions persist, the applicator shall use a large droplet size and low tank pressure and shall use a movable impermeable barrier while spraying to protect against drift. The Contractor shall exercise great caution in applying the herbicide to the targeted plants only. Non targeted plants shall not be sprayed, nor shall not receive drift from nearby spraying.

- The Contractor shall be responsible for replacing plants that are killed due to herbicide drift or mistaken application at their sole cost, including plant material and installation labor.

- Dead weed material shall remain in place, except for large weeds, as indicated in the field by the Engineer or Geologist.

- The Contractor must adhere to best management practices and application procedures when applying herbicides.

11.12 Pruning

- Pruning shall be done by thinning and shaping to achieve a natural appearance. Excessive pruning or stubbing back will not be permitted.

- Pruning cuts shall be allowed to heal naturally and not painted over with wound dressing or asphaltic emulsion.

- All pruning cuts shall be made flush to the bark curl and shall be cleanly cut with no tearing of the bark.

- All cuttings shall be removed from the site or used in construction.

11.13 Cleanup

Throughout the Maintenance Period, the Contractor shall keep the work site, areas adjacent to the work site, and access roads in a neat and orderly condition and free and clear from debris and discarded materials.

11.14 Record Drawings

- The Contractor shall keep up-to-date as-built record drawings during the Maintenance Period. These drawings shall be updated, as needed, and submitted to the Engineer or Geologist at the end of the contract period.
The record drawings shall include information on the location and size of the planting indicated by species. A legend listing all materials shall be included on the record drawings.

11.15 Guarantee

- Plants installed under the contract shall be guaranteed for the length of the Maintenance Period against mortality resulting from defects in maintenance.
- Plant materials, including seeded areas and transplanted plants, that are dead, missing, or found to be unhealthy because of poor maintenance practices and that are therefore not in conformance with the Design Plans and Construction Specifications; shall be replaced according to the Engineer or Geologist at the Contractor's expense, by the Contractor within 15 days of written notification by the Project Proponent. All replacements shall be in strict conformance to the Design Plans and Construction Specifications.

11.16 Inspections and Final Acceptance

- The Engineer or Geologist will conduct periodic site inspections during the Maintenance Period.
- At the end of the Maintenance Period, at the Contractor's request, the Engineer or Geologist shall inspect the project site to evaluate the acceptability of the maintenance practices.
- Areas determined as unacceptable, due to lack of performance in accordance with the Construction Specifications, shall be reworked and replanted at the Contractor's expense, as necessary, according to the Construction Specifications. The Contractor shall be responsible for any resulting extension of the Maintenance Period and will do so at no additional cost.
- At the time of the final acceptance observation by the Engineer or Geologist, the Contractor shall have maintained the project in its entirety according to the performance standards, the Design Plans, these Construction Specifications, and the Engineer’s or Geologist's direction. If, after inspection, the Engineer or Geologist is satisfied with the maintenance practices and all plant survival and weed cover goals have been met, the Contractor shall be notified in writing of final project acceptance. If, after inspection, the Engineer or Geologist is dissatisfied with the maintenance to date and its conformance to the Design Plans and Construction Specifications, the Engineer or Geologist will prepare a written punch list of necessary corrective actions on defective work for that stage. The corrections must be completed by the Contractor within 10 days of the initial observation.

11.17 Measurement and Payment

The lump sum contract price paid for the Plant Establishment and Maintenance Period on the bidding sheet shall include full compensation for furnishing all labor, plants, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the Design Plans, as required by these Construction Specifications, and as directed by the Engineer or Geologist.
12 BIOLOGICAL MONITORING

12.1 General

Biological monitoring will be conducted in the project area and along access routes by the qualified Biologist as per the permit requirements. Sensitive species with potential habitat within the project area will be assumed present to avoid impacts to those species. The qualified Biologist will do pre-implementation reconnaissance surveys, including monitoring and surveying access routes and staging areas, and will advise or inform necessary agencies per the permit requirements.

The project is intended to improve habitat for various species with special status protections including, but not limited to, salmonids, northern red legged frogs, foothill yellow-legged frogs, willow flycatcher, and western pond turtle. These species are present, or could be present, in the project area currently. Visual surveys for special status species in the project area will be completed prior to construction. We will assume presence of northern red legged frog and will monitor for that species during construction. We plan that additional work will be needed under this task to comply with required avoidance measures.

All aspects of construction, including staging and implementation, will comply with all permit requirements such as worker training, exclusionary fencing, revegetation, and species avoidance. If necessary, biological monitors will be on-site during all construction activities to ensure compliance with all permits.

All personnel working on site will be required to participate in a short briefing by the Project Proponent and qualified biologist about: 1) the listed bird, fish, presence of federally and state listed amphibian, reptile, mammalian, and plant species at the site; 2) avoidance areas; 3) construction windows and effects on sequencing of work; 4) buffers between construction activities and breeding/nesting areas; and 5) pre-construction and construction clearance surveys and construction monitoring requirements prior to initiating and continuing work in construction work areas, including the potential necessity for trapping or seining and relocation; 6) need to halt work if potential special status species located by Contractor or representative and notify Project Proponent before proceeding with work; 7) requirements for minimizing other environmental impacts, including noise, traffic, etc.; and 8) the possible presence of archaeological or cultural resources and need to halt work if suspected archaeological or historical resources are found and notify the Project Proponent before proceeding with work.

The Contractor shall comply with all other permit conditions, including construction windows, restrictions on work approach related to special status species and archaeologically significant resource areas, buffer zones related to special status species, pre-construction and construction clearance surveys, daily site clearances, and construction monitoring.

Contractor shall ensure that all on-site workers and contractors understand and agree to observe the standards for work outlined in project permits.
13 INVASIVE SPECIES

13.1 General

Implementation of this project will be conducted to avoid the spread of aquatic invasive species (AIS), most notably New Zealand mudsnail, quagga mussels, and zebra mussels. Protocols will be used consistent with CDFW (2016) to decontaminate all gear (e.g., waders, boots, etc.) and equipment (e.g., survey rods, excavators, block nets, etc.) prior to entering the project reach to ensure protection from AIS.

Himalayan blackberry (*Rubus armeniacus*) and reed canary grass (*Phalaris arundinacea*) grow in the project area and can re-establish from very small stem and root fragments. Measures must be taken during implementation to avoid spreading these species and introducing them to other areas in the project vicinity. Spoils with invasive plant fragments must be disposed of by burying at least 10-ft below ground surface, tarped for a period of at least 2 years, or disposed of at a landfill.

14 SPILL PREVENTION CONTROL AND COUNTERMEASURES

14.1 General

The Contractor shall prepare a spill prevention control and countermeasure (SPCC) plan in accordance with applicable state and federal regulations. The SPCC plan must be prepared in accordance with good engineering practices and employ appropriate BMPs to prevent or clean-up any grease, oil, hydraulic fluid, or fuel that drips or spills at the work site. The SPCC plan shall be approved by the Engineer or Project Proponent prior to beginning work.

15 CLEANUP AND FINAL INSPECTION

15.1 General

Before scheduling the final inspection, the Contractor shall remove all tools, equipment, surplus materials, construction debris, and rubbish. The Contractor shall replace or refinish fencing, gates, or other infrastructure that are damaged due to work of this contract to previous condition as directed by the Project Proponent.

At time of final inspection, the project sites shall be thoroughly clean and ready for use.

All access roads utilized during construction shall be rehabilitated as necessary to pre-project conditions, or as directed by the Project Proponent. All access road rehabilitation work needs to be approved by the Project Proponent prior to implementation.
Appendix D

Engineering Designs
ENHANCEMENT FINAL DESIGN
DELCOUNTY, CA

VICINITY MAP

EARTHWORK ESTIMATES:

CUT: 2,300 CY
FILL: 2,300 CY ON-SITE
NET: 0 CUBIC YARDS CUT

LARGE WOOD AND BOULDERS:

(14) 2'-3' DIA. BOULDERS WITHOUT ROOTWADS: (6) 4'-6'  (4) 6'-10'  (5) 10'-15'  (2) 15'-20'  (2) 20'-25'
51 TONS OF ROCK IN <2 TO >3' DIAM BOULDER

ABBRIVIATIONS AND SYMBOLS:

< > EXISTING
<+> PROPOSED

PROJECT LOCATION MAP

ENVIRONMENTAL NOTES:

1. GENERAL NOTES, TERMS, & CONDITIONS:

2. PROJECT NUMBER: 83L.00

3. DESIGN: DC/BW

4. DRAWN: BW

5. CHECKED: DC

6. APPROVED: JM

7. TITLE SHEET

8. SCALE: AS NOTED

9. DATE: 4/3/21

10. SHEET 1 OF 14

11. SMITH RIVER ESTUARY BACKWATER HABITAT ENHANCEMENT - FINAL DESIGN

DELCOUNTY, CA

SMITH RIVER ESTUARY BACKWATER HABITAT ENHANCEMENT FINAL DESIGN

DEL NORTE COUNTY, CA
FEATURES MAY NOT CORRECTLY SCALE HORIZONTALLY, LABELS SUPERCEDE THIS PROFILE DEPICTION. VERTICAL DEPICTIONS ARE ACCURATE.

PROFILE AND FEATURES ARE PROJECTED ONTO ALIGNMENT. DUE TO CONTORTED THALWEG ALIGNMENT HAVING EXCESSIVE LENGTH;

STATION

HORIZONTAL SCALE 1" = 30'. VERTICAL EXAGGERATION OF 10.

APPROVED:

CHECKED:

DRAWN:

DESIGN:

DATE: 4/3/21

SCALE: AS NOTED

PROJECT NUMBER: 831.00

SCALE: 1" = 20'

UNLESS INDICATED OTHERWISE

ADOPT 2.25:1 (H:V) SIDE SLOPES

MATERIAL HANDLING ROUTES SHEET 7

SEE SHEET 12.

STA 1+40 TO 5+90

THOUGH PROPOSED CHANNEL BEHIND INLET,

REUSE SALVAGED ALDER AND WILLOW TREES AND DISTRIBUTE

WITH BOULDER AND BURIAL ANCHORING SHEET 10

TO BE PROTECTED

LIVESTOCK EXCLUSION FENCING

CYPRESS CANOPY

APPROXIMATE EXTENT OF

TYP APPROXIMATE EXTENT OF CYPRESS CANOPY

TYP EXTENT OF CYPRESS GROVE

TO BE PROTECTED

LITTORAL BENCH TO BE PROTECTED

LITTORAL BENCH

~2,600 SQFT AT ~8' ELEV.

~270 UNDERSIDE TOTAL OF WILLOW STAKE PLANTING

SEE SHEETS 10 AND 11

LITTORAL BENCH

CHANNEL CLIMBS TO STA 5+83 TO 6+60

APPROXIMATE EDGE OF DISTURBANCE

LARGE WOOD STRUCTURES ON BOTH BANKS OF INLET

WITH BOULDER AND BURIAL ANCHORING SHEET 10

LIVE ALDERS TO REUSE

SEE SHEET 12

LIVE WILLOWS TO REUSE

SEE SHEET 12

TYP WILLOW AND ALDER TREES FOR REUSE

SEE SHEET 12

TYP WILLOW AND ALDER TREES FOR REUSE

SEE SHEET 12

TYP APPROXIMATE EXTENT OF WILLOW FLAT

TYP APPROXIMATE EXTENT OF RIPARIAN VEGETATION

ON SLOPES AND LITTORAL BENCH

SHEETS 10 & 11

STA 1+40 TO 5+90

MATCH GRADE ALONG E= 15° 12' CONTINUES ON SOUTHERN BANK ADJUT 2.25:1 (H:V) SIDE SLOPES UNLESS INDICATED OTHERWISE

DUE TO OCCUPANCY OF CRITICAL STRATEGIC LOCATION,

THE SINGLE CYPRESS MAY REQUIRE REPLACEMENT TO BE DETERMINED IN THE FIELD

STA 1+40 TO 5+90

MATCH GRADE ALONG E= 15° 12' CONTINUES ON SOUTHERN BANK ADJUT 2.25:1 (H:V) SIDE SLOPES UNLESS INDICATED OTHERWISE

DUE TO OCCUPANCY OF CRITICAL STRATEGIC LOCATION,

THE SINGLE CYPRESS MAY REQUIRE REPLACEMENT TO BE DETERMINED IN THE FIELD

STA 4+85 TO 5+90

LITTORAL BENCH ~8'ELEV.

(SEEING A CHANNEL)

STA 4+85 TO 5+90

LITTORAL BENCH ~8'ELEV.

(SEEING A CHANNEL)

STA 4+85 TO 5+90

LITTORAL BENCH ~8'ELEV.

(SEEING A CHANNEL)

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.

STA 5+83 TO 6+62

CHANNEL CLIMBS TO LITTORAL BENCH ~8'ELEV.
Elevation Feet (NAVD88) Offset (Feet)

3+10

MATCH GRADE ALONG NORTHERN BANK BETWEEN ~10' AND 12'

MATCH GRADE ALONG SOUTHERN BANK BETWEEN ~14' AND 15'

INTERIOR-CREST 4' ELEV.

GALVANIZED AND RELIEVED. WILLOWS RELOCATE AND SET CROWN AT ~6' ELEV.

PREFERRED ALTERNATIVE (PREVIOUSLY ALTERNATIVE 1)

-16' WIDE LITTORAL BENCH

-18' WIDE BOTTOM OF CHANNEL WIDTH

LITTORAL BENCH

TOPPLED ALDER OR WILLOW TREE, ROOTWAD PARTIALLY INTACT IN BANK. CANOPY PUSHED DOWN SUB-PARALLEL ALONG SAME BANK, KEEP LIVING CROWN ATTACHED. TYP ~6', SEE SHEET 12.

SALVAGED AND REUSE WILLOWS RELOCATE AND SET CROWN AT ~9' ELEV.

LIVE CROWN FROM ADJACENT TREE PROJECTED ABOVE

DOWNED ALDER TREE WITH TRUNCATED CANOPY AND INTACT ROOTWAD. POSITION ALONG BANK OF CHANNEL AND SEDGE CUT Hard. INTO BERM/bottom, RELOCATE AND ENTANGLE IN SURROUNDING LARGE WOODY DEBRIS IN THE FIELD. TYP ~4', SEE SHEET 12.

PROVIDE ~6" HIGH BERM ALONG EDGE OF LITTORAL BENCH FOR FUTURE Dewatering ACTIVITY SHEET 7 AND 8 BREACH BY HARD AFTER CONSTRUCTION AS DESIRED.

TOPPLED ALDER OR WILLOW TREE, ROOTWAD PARTIALLY INTACT IN BANK. CANOPY PUSHED DOWN SUB-PARALLEL ALONG SAME BANK, KEEP LIVING CROWN ATTACHED. TYP ~6', SEE SHEET 12.

LIVE CROWN FROM ADJACENT TREE PROJECTED ABOVE

DOWNED ALDER TREE WITH TRUNCATED CANOPY AND INTACT ROOTWAD. POSITION ALONG BANK OF CHANNEL AND SEDGE CUT Hard. INTO BERM/bottom, RELOCATE AND ENTANGLE IN SURROUNDING LARGE WOODY DEBRIS IN THE FIELD. TYP ~4', SEE SHEET 12.

PROVIDE ~6" HIGH BERM ALONG EDGE OF LITTORAL BENCH FOR FUTURE Dewatering ACTIVITY SHEET 7 AND 8 BREACH BY HARD AFTER CONSTRUCTION AS DESIRED.
STOCKPILE OF ~1,900 CYDS EXCAVATED SANDY SPOILS
ANTICIPATE ROUGH DIMENSIONS OF ~10' PEAK WITH ~50' DIAMETER PAD; 3:1 (H:V) SIDE SLOPES; ~100' DIAM AT BASE

STAKED STRAWBALE BERM TO DECANT AND PROVIDE CONTAINMENT FOR SATURATED SPOILS AT TOE OF PILE. BASED ON <E> GRADES PASSIVE DRAINAGE TO HEAD SOUTH.

RETAIN AND APPLY STRAW AS MULCH.

STOCKPILE OF ~400 CYDS OF ORGANIC FINE SILTS FROM INITIAL EXCAVATIONS. WHEN EXCAVATION IS COMPLETE. SPREAD ORGANICS OVER THE TOP OF THE SANDY STOCKPILE TO IMPROVE VEGETATIVE SUCCESS.

BASIC MATERIAL HANDLING ROUTE FROM EXCAVATION TO RECEIVING STOCKPILE. ADDITIONAL DEPICTIONS AND DETAILS BELOW IN ELEMENT SHEETS A AND B. VARY DIRECTION AND EXACT TRAVELS AS NEEDED TO MAINTAIN PASSABLE CONDITIONS.

APPROXIMATE EXTENT OF DISTURBANCE

TYP. PROTECT CYPRUS GROVES

A
B
C
D
E
F

TYP. ACCESS POINT IDENTIFIER. PRIMARY CENTRAL ACCESS AT C.

STRAINABLE BERM TO DECANT AND PROVIDE CONTAINMENT FOR SUFFOCATED SPOILS AT TOE OF PILE. BASED ON <E> GRADES PASSIVE DRAINAGE TO HEAD SOUTH. RETAIN AND APPLY STRAW AS MULCH.

STRAINABLE BERM TO DECANT AND PROVIDE CONTAINMENT FOR SUFFOCATED SPOILS AT TOE OF PILE. BASED ON <E> GRADES PASSIVE DRAINAGE TO HEAD SOUTH. RETAIN AND APPLY STRAW AS MULCH.

IF ADDITIONAL DEWATERING CAPACITY IS NEEDED, PUMPING FRESH (NON-SALT) WATER INTO PASTURE WITHIN THIS REGION IS AN ACCEPTABLE CONTINGENCY.

STA 0+25 INSTALL STAKED TURBIDITY CURTAIN AND FISH BARRIER STAGE AT ~4' ELEV.

STA 0+75 ESTABLISH BASE OF COFFER DAM AT ~8.1' ELEVATION. PROVIDE IMPERMEABLE BARRE USING SAND BAGS.

STA 3+75 TO 4+25 PUSH AND FILL <E> CHANNEL TO CREATE A CENTRAL ACCESS POINT AND ALLOW EQUIPMENT DOWN INTO THE EASTERN AND WESTERN HALVES.

USE DOZER TO PUSH CLEAR THE EXTENT OF THE <E> ~8' ELEVATION. AS CONDITIONS ALLOW, REMOVE AS MUCH OVERBURY AS POSSIBLE WITH THE DOZER, WHILE ENSURING ENOUGH OVERBURY REMAINS TO SUPPORT AN EXCAVATOR. AMPLE NEAR-SURFACE GROUNDWATER CREATES HIGH RISK OF LIQUEFACTION AND EQUIPMENT IMPAIRMENT. ENSURE GROUND CONDITIONS ARE NOT SACRIFICED PREMATURELY.

UTILIZE ACCESS POINTS D, E, AND F FOR EQUIPMENT ACCESS TO IMPERMEABLE COFFER DAM

EMPTY CRYO TRUCKS RETURNING FOR ADDITIONAL MATERIAL MAY USE SINGULAR ROUTE.
EXCAVATION AND DE-WATERING SEQUENCE STEP 2

Draw water from active excavation and discharge between these berms. Provide velocity reduction and energy dissipation at outlet. Capacity of <= 4000 gallons per minute (GPM) channel to provide adequate detention time to settle largest particles. Clarified water to flow through and over the washable portions of the STA 0+60 berm. Additional BMP may be located on the Smith River side of this berm as needed to further reduce turbidity. Use at STA 0+60 to establish base of cofferdam at <= 7.4' elevation. Provide impermeable barrier (e.g. sand bags) on top of impermeable base. Create permeable cofferdam up to the ~8.7' elevation with gravel bags.

Start at western end and work east. Remove overburden from ~8' down to finished grades. Keep equipment on ~8' elevation. Incremental progress will be equivalent excavator reach.

SITE WASTE AND MATERIAL HANDLING 

LITTORAL BENCH REGION
Nominal ~8' elevation.

UTILIZE ACCESS POINTS A, B, AND C TO LOAD OUT MATERIAL AND GAINER EQUIPMENT ACCESS

EMPTY DRY TRUCKS RETURNING FOR ADDITIONAL MATERIAL MAY USE SINGLE ROUTE.

FOR STATIONING SEE BACKWATER OVERVIEW SHEET 3

SCALE: 1" = 30' FEET

EXCAVATION AND DE-WATERING SEQUENCE STEP 3

Draw water from active excavation and discharge between these berms. Provide velocity reduction and energy dissipation at outlet. Capacity of <= 4000 gallons per minute (GPM) channel to provide adequate detention time to settle largest particles. Clarified water to flow through and over the washable portions of the STA 0+60 berm. Additional BMP may be located on the Smith River side of this berm as needed to further reduce turbidity.

Start at eastern end and work west. Remove overburden from ~8' down to finished grades. Keep equipment on ~8' elevation. Incremental progress will be equivalent excavator reach.

INSTALL SUMP CHAMBER OF PERFORATED CORRUGATED PLASTIC PIPE, ~4' DIAMETER WITH INSET ~1.25' DIAM PRE-FILTER OF SAND, LOOSE NON-WOVEN FABRIC, AND 3/8" DIAM. PEA GRAVEL.

LITTORAL BENCH REGION
Nominal ~8' elevation.

LET THIS SIDE SETTLE OVER TIME

START AT WESTERN END AND WORK EAST. REMOVE OVERBURDEN FROM ~8' DOWN TO FINISHED GRADES KEEP EQUIPMENT ON ~8' ELEVATION, INCREMENTAL PROGRESS WILL BE EQUIVALENT EXCAVATOR REACH

SITE WASTE AND MATERIAL HANDLING

LITTORAL BENCH REGION
Nominal ~8' elevation.

UTILIZE ACCESS POINTS A, B, AND C TO LOAD OUT MATERIAL AND GAINER EQUIPMENT ACCESS

EMPTY DRY TRUCKS RETURNING FOR ADDITIONAL MATERIAL MAY USE SINGLE ROUTE.

FOR STATIONING SEE BACKWATER OVERVIEW SHEET 3

SCALE: 1" = 30' FEET
FIRST STEP OF THIS PHASE, REMOVE ACCESS POINTS AT CENTER OF BACKWATER. ALONG WITH BOTH SUMPS.
SECOND STEP OF THIS PHASE, REMOVE IMPERMEABLE COFFER DAM AND INSTALL FINAL LARGE WOOD.
THIRD STEP OF THIS PHASE, WAIT FOR LOWEST FEASIBLE TIDE, REMOVE PERMEABLE COFFER DAM AND EXCAVATE TO DESIRED CATCH GRADES IN MAIN SMITH CHANNEL ~4' ELEV.
REMOVE TURBIDITY CURTAIN AFTER DISTURBANCE IS OVER AND SUFFICIENT TIME HAS ELAPSED AND THE BACK WATER HAS BEEN EXPOSED TO SUFFICIENT TIDAL CYCLES.
DRAW WATER FROM ACTIVE EXCAVATION AND DISCHARGE INTO LITTORAL BENCH, DIVING ~4' RISE. PROVIDE VELOCITY REDUCTION AND ENERGY DISSIPATION AT OUTLET. INFILTRATION AND STORAGE CAPACITY OF BENCH IS SUFFICIENT TO ABSORB DISCHARGED WATER FOR FINAL EXCAVATION.
RE-VEGETATE TRAVEL PATHS AS NEEDED.

EXCAVATION AND DE-WATERING SEQUENCE STEP 4

START AT WESTERN END AND WORK EAST. REMOVE OVERBURDEN, SCULPT SLOPES, AND INSTALL BOULDER FEATURES. INCREMENTAL PROGRESS WILL BE EQUIVALENT EXCAVATOR REACH.
INSTALL SUMP CHAMBERS OF PERFORATED ADS DRAIN PIPE ~4 DIAMETER WITH INSET ~1.25 DIAM PRE-FILTER OF SAND, LOOSE ASH-WOVEN FABRIC, AND 2 DIAM PER GRAVEL.
ANTICIPATE DECANT DRAINING FROM TRUCKS IN ROUTE TO STOCKPILE, THEREFORE VARY PATH TAKEN TO STOCKPILE AND TAKE HIGH GROUND TO EXTENT POSSIBLE.

EXCAVATION AND DE-WATERING SEQUENCE STEP 5

THIRD STEP OF THIS PHASE, WAIT FOR LOWEST FEASIBLE TIDE, REMOVE PERMEABLE COFFER DAM AND EXCAVATE TO DESIRED CATCH GRADES IN MAIN SMITH CHANNEL ~4' ELEV.
SECOND STEP OF THIS PHASE, REMOVE IMPERMEABLE COFFER DAM AND INSTALL FINAL LARGE WOOD.
FIRST STEP OF THIS PHASE, REMOVE ACCESS POINTS AT CENTER OF BACKWATER ALONG WITH BOTH SUMPS.
### Scientific Name

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### BRACKISH EMERGENT VEGETATION

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### NOTES FOR PLANTING PLAN

1. WILLOW STAKE SPECIES SHALL BE A MIX OF SPECIES PRESENT AT AND ADJACENT TO THE WORK SITE.
2. EACH STAKE SHALL BE 1.5" - 3" THICK AT THE BOTTOM TO FACILITATE ROOT GROWTH AFTER TREATMENT WITH ROOTING HORMONE.
3. INSERT MIN 30" INTO GROUND PRIOR TO INSTALLATION.

---

**Large Wood Stability Analysis - Final Design**

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<th>Structure component ID</th>
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<th>Log width (ft)</th>
<th>Tree with rootwood</th>
<th>Governing factor of safety</th>
<th>Factor of safety for buoyancy &amp; lift (FSP=1.5 min)</th>
<th>Factor of safety for momentum (FSM=2 min)</th>
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</table>
EXTENT OF LITTORAL BENCH AT ~8' ELEVATION

RIPARIAN FOREST PLANTED ABOVE ~8' ELEV.

RIPARIAN HERBACEOUS MIX BETWEEN 5' AND 8' ELEVATION AND ACROSS LITTORAL BENCH DISTRIBUTION OF SPECIES INDICATED ON SHEET 10 (PLANTING REGIME TO EXTEND TO ALL ELEVATIONS BETWEEN 5' AND 8'; PARTIAL INSTALLATION SHOWN HERE FOR CLARITY)

~270 LINEAR FEET OF WILLOW STAKE PLANTING
LARGE WOOD FEATURES AND CONFIGURATION SHOWN ON THIS SHEET ARE INTENDED TO BE SCHEMATIC AND DESCRIPTIVE, NOT PRESCRIPTIVE. ALDER AND WILLOW COUNTS AND LOCATIONS ARE APPROXIMATED FROM FIELD VISITS.

CONFIGURATION SHOWN ON THIS SHEET EXAGGERATES THE ANTICIPATED ON-SITE SUPPLY OF LARGE WOOD DISTURBED BY THE PROJECT. ADJUST CONFIGURATION AND VALUES AS NECESSARY IN THE FIELD.
Permable and impermeable temporary coffer dams with de-watering basin between.

Pump shall be installed outside of channel.

Turbidity and fish screen.

Water impounded here is a result of de-watering the excavation. Turbid water will have time to passively flowing over the permable coffer dam downstream.

Water on this is within region of work and will be actively de-watered over the impermeable coffer dam and into the de-watering basin.

PUMP INTAKE

SUMP AND PUMP INTAKE

Permable gravel bag dam intended to reduce turbidity.

Provide permable filtration barrier to reduce turbidity as needed.

STA 0+60

Permable gravel bag dam intended to reduce turbidity.

Temporary impermeable dam constructed of sandbags installed to maintain de-watered excavation.

Impermeable liner layer to be anchored under base course of bags, but majority of base course to interface directly with 4=6 in. bed.

Impermeable liner to wrap over the top of the dam with single row to anchor as shown.

Engineer to approve final configuration.

Permeable and impermeable temporary coffer dams with de-watering basin between.
LOG EMBEDMENT AND BOULDER BALLAST

NOTES:
1. SECURE THREADED REBAR TO 2 TON BOULDER USING EPOXY ADHESIVE (HILTI HIT-RE 500 EPOXY SYSTEM, OR APPROVED EQUIVALENT). HOLE DEPTH MUST BE SUFFICIENT TO REACH COMPETENT, UN-FRACTURED ROCK IN ORDER TO OBTAIN MAXIMUM BONDING STRENGTH. A MINIMUM OF 12 INCHES IS RECOMMENDED; 1" DIAMOND-TIPPED DRILL (TIGHT FIT).

2. DRILL HOLE IN BOULDER AND CLEAN HOLE THOROUGHLY OF DUST BY RINSING

3. LOG STRUCTURES SHALL BE INSTALLED AS SHOWN ON PLAN VIEW SHEETS

4. LOG STRUCTURES TO BE TRENCHED INTO THE BANK TO ALLOW FOR A LOWER ANGLE AND PROVIDE MORE WOOD VOLUME IN THE ACTIVE CHANNEL

5. LOG STRUCTURE CONSTRUCTION DETAILS MAY BE MODIFIED IN THE FIELD AS APPROVED BY THE PROJECT MANAGER AND ENGINEER

LOG-BOULDER ANCHORING

NOTES:
1. SECURE THREADED REBAR TO 2 TON BOULDER USING EPOXY ADHESIVE (HILTI HIT-RE 500 EPOXY SYSTEM, OR APPROVED EQUIVALENT). HOLE DEPTH MUST BE SUFFICIENT TO REACH COMPETENT, UN-FRACTURED ROCK IN ORDER TO OBTAIN MAXIMUM BONDING STRENGTH. A MINIMUM OF 12 INCHES IS RECOMMENDED; 1" DIAMOND-TIPPED DRILL (TIGHT FIT).