



APRIL 14, 2024

RAWSON CREEK FISH PASSAGE PROJECT –  
PHASE 2  
BID DOCUMENT

2024-3

SMITH RIVER ALLIANCE

PO Box 2129, Crescent City, CA 95531



RAWSON CREEK FISH PASSAGE PROJECT, PHASE II



**Project Location Map**

- Culvert Replacement Location
- Morrison Creek Streams
- Project Boundary
- Morrison Creek Watershed

SMITH RIVER ALLIANCE

Map Sources:  
Imagery: USGS Quad Map  
Imagery, roads, cities: ESRI World Mapping Service

Map Location

0 25 50 100 Meters  
0 125 250 500 Feet

LOCATION MAP

Rawson Creek Fish Passage Project, Phase 2

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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 Rawson Creek Fish Passage Project (“Project”), by or before May 14, 2024, at 1:00 p.m., as further specified in the Instructions to Bidders.
2. **Project Information.**
  - 2.1 **Location and Description.** The Project is located on a small tributary that flows into Morrison Creek approximately 4,500 linear feet upstream of the Morrison Creek and Smith River confluence. The stream is fed by multiple smaller tributaries that flow from the steep coastal foothills east of Highway 101. The Morrison Creek sub-basin meets the Smith River at 4.5 miles upstream from the river mouth.

The project will replace a 3-foot CMP culvert, 20 feet in length with an aluminum box culvert that is 12.5’ wide by 7.4’ tall and 22.5’ long. A total of four large wood pieces with root wads will be placed at the crossing, two upstream of the crossing and two downstream of the crossing, to stabilize the bank and provide habitat enhancement features.
  - 2.2 **Time for Final Completion.** The Project must be fully completed by November 1, 2024 with all instream work completed by October 15. SRA anticipates that the Work will begin on or about August 1, 2024, 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 April 30, 2024 at 10:00 a.m., at the following location(s): [105 Mountain View Drive](#), Smith River CA 95567 to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to the Smith River Alliance (“SRA”) for its Rawson Creek Fish Passage Project, Phase 2 (“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 bids@smithriveralliance.org with “Bid for Rawson Creek Fish Passage Project, Phase 2” 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. **Bidder’s Questionnaire.** A completed, signed Bidder’s Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by SRA. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
4. **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.



- 5. 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 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.
- 6. 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](mailto: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.
- 7. 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-builts, 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, difference(s) 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: <https://smithriveralliance.org/bids/>.
- 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](mailto: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. **Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by SRA. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
18. **For Reference Only.** The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:

Michael Love and Associates. 2021. Summary of Final Design for Replacement of Rawson Creek Culvert Crossing No. 3 on a Tributary to Morrison Creek. 49 pages.

END OF INSTRUCTIONS TO BIDDERS

**Bid Proposal**

Rawson Creek Fish Passage Project, Phase 2

\_\_\_\_\_ (“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:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

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\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
First Signer's Email Address

s/ \_\_\_\_\_  
[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)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization/Demobilization and General	LS	1	\$	\$
2	Clearing, Grubbing and Tree Removal	LS	1	\$	\$
3	Water Management, Dust Control and Environmental Protections	LS	1	\$	\$
4	General Excavation	LS	1	\$	\$
5	Aluminum Box Culvert	LS	1	\$	\$
6	Structural Backfill	LS	1	\$	\$
7	Road Embankment Fill Placement	LS	1	\$	\$
8	Root Wad Bank Protection	LS	1	\$	\$
9	RSP	LS	1	\$	\$
10	Streambed Material	LS	1	\$	\$
11	Gravel Road Surfacing	LS	1	\$	\$
12	Compaction Testing	LS	1	\$	\$
13	Site Stabilization	LS	1	\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$

TOTAL BASE BID:      Items 1 through \_\_\_\_\_ 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 Rawson Creek Fish Passage Project, Phase 2 (“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

## Bidder's Questionnaire

### Rawson Creek Fish Passage Project, Phase 2

Within 48 hours following a request by SRA, a bidder must submit to SRA a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. SRA may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

#### Part A: General Information

Bidder Business Name: \_\_\_\_\_ ("Bidder")

Check One:     Corporation (State of incorporation: \_\_\_\_\_)  
                   Partnership  
                   Sole Proprietorship  
                   Joint Venture of: \_\_\_\_\_  
                   Other: \_\_\_\_\_

Main Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Local Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Website address: \_\_\_\_\_

Owner of Business: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone and Email: \_\_\_\_\_

Bidder's California Contractor's License Number(s): \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

#### Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? \_\_\_\_ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?  
\_\_\_\_ Yes    \_\_\_\_ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?  
\_\_\_\_ Yes    \_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

**Part C: Safety**

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

2.1 Number of lost workday cases: \_\_\_\_\_

- 2.2 Number of medical treatment cases: \_\_\_\_\_
- 2.3 Number of deaths: \_\_\_\_\_

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name	Title	Email

**Part D: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name and Title

END OF BIDDER'S QUESTIONNAIRE

## Contract

This contract ("Contract") is entered into by and between the Smith River Alliance, a 501(c)(3) nonprofit organization ("SRA"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor"), for work on the Rawson Creek Fish Passage Project, Phase 2 ("Project").

### Recitals

- A. Funding for the Project includes funds from United States Fish and Wildlife Service.
- B. The Project is subject to the funding conditions set forth in Fish and Wildlife Service Financial Assistance Award Terms and Conditions and the Department of the Interior's General Award Terms and Conditions (the "Project Funding Conditions."
- C. Copies of the document(s) containing the Project Funding Conditions are available online at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>, and <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

### 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:

#### **Appendix 1. Project permits**

- 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, no later than November 1, 2024 ("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 \$2,400 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: Patty McCleary

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 Rawson Creek Fish Passage Project, Phase 2 ("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 Rawson Creek Fish Passage Project, Phase 2 ("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: \_\_\_\_\_

SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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.

(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 "Indemnitees") 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 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:  
<http://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>. 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.

## 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 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.

**1.3 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.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.

- 1.9 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>.
- 1.10 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, or enter into a contract (or 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.
- 1.11 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. Site Access and Safety Requirements.** Contractor and its Subcontractors must obtain access information including security gate codes from the landowner. Access will be through private residential property and will need to follow safety guidelines below:

**2.1 Safety.**

**(A)** Contractor shall be responsible for the safety of all persons and property during the performance of the work.



(B) Contractor shall drive a slow speed through the private property to minimize dust disturbance and ensure safety of landowners.

(C) Contractor must coordinate all access needs and deliveries with the landowner.

(D) The Contractor shall be responsible for providing adequate safeguards, safety devices, and protective equipment, and for taking any other needed actions to protect the life, health, and safety of the residents, and to protect property in connection with the performance of the work covered by the Contract.

(E) Contractor will communicate safety requirements to any subcontractors and delivery drivers. Contractor shall install OSHA approved Caution signs near residential houses reminding drivers to slow down and watch for children.

## 2.2 Access Routes.

(A) The Contractor shall remediate access roads at the conclusion of use through gravel placement, blading, or otherwise removing ruts and de-compaction. SRA reserves the right to require the Contractor to restore access roads and staging areas to pre-existing conditions or better.

(B) The project will be accessed via Mountain View Road. There are several narrow locations that may require walking equipment in to avoid damage to existing fence lines.

**3. Permits and Approvals.** Pursuant to Section 3.2 of the General Conditions, the terms of this provision take precedence over any conflicting or inconsistent provisions in the General Conditions, Plans, or Specifications. 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, permits to be acquired by SRA, or permits that must be obtained by the Contractor, as follows:

### 3.1 SRA Permits.

(A) Contractor must comply with the applicable provisions of the following permits or approvals which have been secured by SRA and are attached hereto as indicated:

(1) California Department of Fish and Wildlife Streambed Alteration Agreement Notification No. EPIMS-DEL-20356-R1C, attached hereto in Appendix 1.

(2) North Coast Regional Water Quality Control Board Notice of Applicability for Coverage Under the State Water Resources Control Board 401 Water Quality Certification for Small Habitat Restoration Projects SB 12006GN, Morrison Creek Tributary Fish Passage Project, WDID No. 1A21085WNDN, CW-873581, attached hereto in Appendix 1.

(3) NOAA Programmatic Biological Opinion, attached hereto in Appendix 1.

(3) Del Norte County Community Development Department Coastal Grading Permit, GP2001-14-C, attached hereto in Appendix 1.

(B) Contractor will also be required to comply with the applicable provisions of any required permits and approvals, which have not yet been issued, including those listed below. This subsection 2.1 will be amended by addendum or Change Order, as applicable, after the required permits or approvals are issued. If and only to the extent that any permit or approval issued following award of the Contract imposes new requirements that will impact the time or cost to perform the Work, Contractor may submit a Change Order request pursuant to Articles 5 and/or 6 of the General Conditions. If SRA is unable to timely secure any of the following required permits and approvals, SRA may elect to suspend or terminate the Contract for convenience, as specified in Article 13 of the General Conditions.

**4. Authorized Work Days and Hours.**

**4.1 Authorized Work Days.** Except as expressly authorized in writing by SRA, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by SRA: Monday through Friday.

**4.2 Authorized Work Hours.** Except as expressly authorized in writing by SRA, Contractor is limited to performing Work on the Project during the following hours: Daylight Hours.

**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: Kevin and Gayle Hartwick; Matt and Deja Wakefield

**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 June 15 to October 15 ("Access Window"). To ensure efficient use of this limited Access 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 all Work that can be performed prior to the start of the Access Window, including securing materials, preparing construction schedules, and attending pre-construction conference. 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. Contractor is solely responsible for delay to completion of Work in the Construction Phase that is caused by Contractor's Unexcused Delay in completing Work during the Pre-Construction Phase.

**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, including punch list items that must be performed at the Project site. SRA intends to issue a Notice to Proceed with the Construction Phase in advance of the Access Window.

**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 Section 2.5, and 5.2 (A) of the General Conditions, and Section 6 of the Special Conditions, which are deemed to apply to the Notice to Proceed with the Pre-Construction Phase. With respect to the order of precedence set forth in Section 3.2 of the General Conditions, the Notice to Proceed with Construction Phase takes precedence over any conflicting or inconsistent provisions in the Notice to Proceed with Pre-Construction Phase.

**7. 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:

- 7.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 7.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 7.3 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;
- 7.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 7.5 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;
- 7.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 7.7 Schedule with list of Project submittals that require SRA review, and list of the proposed material suppliers;
- 7.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 7.9 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- 7.10 If requested by SRA, Contractor's cash flow projections; and
- 7.11 Any other documents specified in the Special Conditions or Notice of Award.

END OF SPECIAL CONDITIONS

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*For internal use only: do not include in Project Manual*

[Project Title]  
[Project Number]

USER GUIDE  
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## **Plans and Specifications**

- (A) Plans: Rawson Creek Culvert No. 3 Replacement, Michael Love and Associates, April 2024
- (B) Technical Specifications, 2024-3 Rawson Creek Fish Passage Project, Phase 2

# SMITH RIVER ALLIANCE

PLANS FOR CONSTRUCTION OF

## RAWSON CREEK CULVERT No. 3 REPLACEMENT

OCTOBER, 2021

FINAL DESIGN

Prepared For:

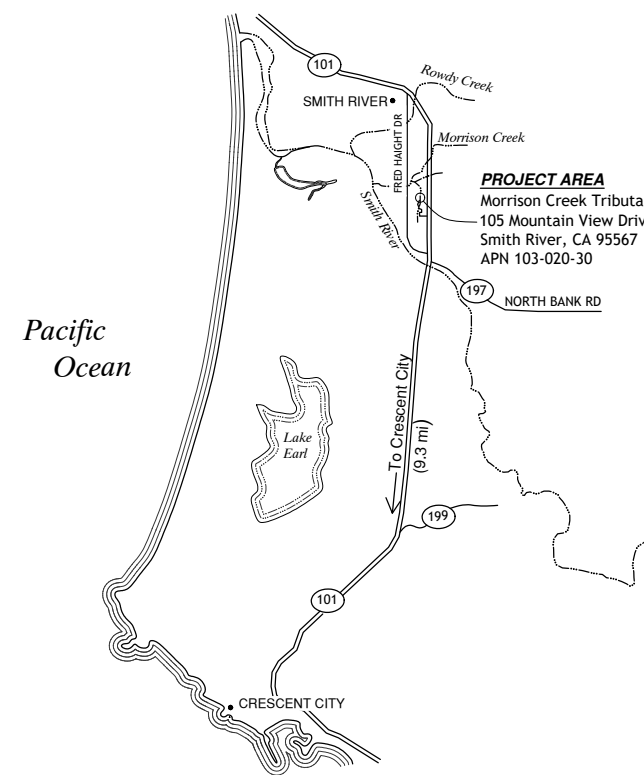
- SMITH RIVER ALLIANCE
- US FISH AND WILDLIFE SERVICE

Prepared By:



**Michael Love & Associates, Inc.**

PO Box 4477 • Arcata, CA 95518 • (707) 822-2411

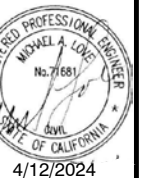


**LOCATION MAP**  
NOT TO SCALE

### SHEET INDEX

NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND AND ABBEVIATIONS
3	GENERAL SPECIFICATIONS
4	WATER MANAGEMENT
5	EXISTING CONDITIONS
6	NEW CROSSING LAYOUT
7	CROSSING PROFILE
8	CROSSING DETAILS
9	CHANNEL DETAILS

**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411



SMITH RIVER ALLIANCE  
P.O. Box 2129 - Crescent City, CA 95531

VERIFY SCALE  
THIS BAR IS  
ONE INCH LONG  
AT FULL SCALE

SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**1 - TITLE SHEET**

DATE  
OCT. 2021  
SUBMITTAL  
FINAL DESIGN  
DESIGN  
DRAWN  
LLANOS / LOVE  
DRAWN  
LLANOS  
SHEET

1 of 9

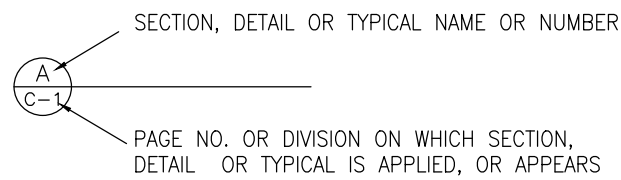
## LEGEND AND SYMBOLS

### EXISTING

	FENCE LINE
	EDGE OF GRAVEL ROAD
	PROPERTY LINE
	CONTOUR AND ELEVATION
	CHANNEL THALWEG OR DRAINAGE
	ALIGNMENT STATIONING (FEET)
	CONTROL POINT/TEMPORARY BENCH MARK
	FLOW DIRECTION
	TREE OF DBH 6" AND GREATER, SIZE, AND TYPE
	STUMP
	LARGE WOOD IN CHANNEL

### NEW

	LIMIT OF DISTURBANCE (LOD)
	EDGE OF GRAVEL ROAD
	CONTOUR AND ELEVATION
	STATIONING (FEET)
	CHANNEL THALWEG
	TEMPORARY FISH EXCLUSION FENCING
	TEMPORARY EARTH DIKE
	TEMPORARY FILTER BAG
	FLOW DIRECTION
	ROOT WAD
	TREE TO BE REMOVED



## ABBREVIATIONS

ABUT	ABUTMENT	LT	LEFT
AC	ASPHALT CONCRETE	MAX	MAXIMUM
AGG	AGGREGATE	MIN	MINIMUM
ALD	ALDER	MP	MID POINT
ALUM	ALUMINUM	NTS	NOT TO SCALE
APPROX	APPROXIMATELY	O.C.	ON CENTER
BVC	BEGIN VERTICAL CURVE	OG	ORIGINAL GROUND
CH	CHANNEL	OGRD	OLD GROWTH REDWOOD
CL	CENTERLINE	Q <sub>100</sub>	PROJECT 100-YEAR RETURN PERIOD FLOW
CMP	CORRUGATED METAL PIPE	R.C.	RELATIVE COMPACTION
CONC	CONCRETE	R.D.	RELATIVE DENSITY
CO	CONTRACT OWNER	RD	ROAD
COR	CONTRACT OWNER REPRESENTATIVE	RDWD	REDWOOD
CP	SURVEY CONTROL POINT	RSP	ROCK SLOPE PROTECTION
DBL	DOUBLE	RT	RIGHT
DIAM	DIAMETER	SPA	SPACING
EG	EXISTING GROUND	STA	STATION
EL, ELEV	ELEVATION	TBD	TO BE DETERMINED
EUC	EUCALYPTUS	TBM	TEMPORARY BENCHMARK
EVC	END VERTICAL CURVE	TYP	TYPICAL
EXCAV	EXCAVATION	UNO	UNLESS NOTED OTHERWISE
FG	FINISHED GROUND	VC	VERTICAL CURVE
FT	FOOT OR FEET	W/	WITH
IN	INCHES	WSE	WATER SURFACE ELEVATION
INV	INVERT	#	NUMBER
LBS	POUNDS	%	PERCENT
LOD	LIMIT OF DISTURBANCE	(A)	EXISTING
LOG	LIMIT OF GRADING	(N)	NEW
		∅	DIAMETER
		1.5:1	HORIZONTAL: VERTICAL SLOPE

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4/12/2024

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SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**2 - LEGEND AND ABBEVIATIONS**

DATE	OCT. 2021
SUBMITTAL	FINAL DESIGN
DESIGN	LLANOS / LOVE
DRAWN	LLANOS
SHEET	2 of 9



**GENERAL**

- SMITH RIVER ALLIANCE (SRA) IS THE CONTRACT OWNER (CO). THE TERM CONTRACT OWNER REPRESENTATIVE (COR) IS DEFINED AS ANY AUTHORIZED PROFESSIONAL DESIGNATED BY SRA. ALL IMPROVEMENTS SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION AND TO THE SATISFACTION OF THE CO OR COR.
- CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE WORK AREA DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE LANDOWNER, CO, AND ITS REPRESENTATIVES HARMLESS FROM ANY LIABILITY, REAL AND OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
- A SET OF SIGNED WORKING DRAWINGS SHALL BE KEPT ON SITE AT ALL TIMES ON WHICH CONTRACTOR SHALL RECORD VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES. THESE DRAWINGS SHALL BE SUBMITTED TO THE COR UPON COMPLETION OF WORK.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COR UPON DISCOVERING SIGNIFICANT DISCREPANCIES, ERRORS OR OMISSIONS IN THE PLANS. PRIOR TO PROCEEDING, THE COR SHALL HAVE THE PLANS REVISED TO CLARIFY IDENTIFIED DISCREPANCIES, ERRORS OR OMISSIONS.
- PLACED MATERIALS NOT CONFORMING TO SPECIFICATIONS SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE COR AT NO ADDITIONAL COST TO THE CO.
- IN THE EVENT CULTURAL RESOURCES (I.E., HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES, OR HUMAN REMAINS) ARE DISCOVERED DURING EXCAVATION, GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN A 100 FOOT RADIUS OF THE FIND. A QUALIFIED ARCHEOLOGIST RETAINED BY THE COR SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. ADDITIONAL MITIGATION MAY BE REQUIRED, AT CO'S EXPENSE PER THE ARCHEOLOGIST'S RECOMMENDATIONS. IF HUMAN BURIALS OR HUMAN REMAINS ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY CORONER.
- IF HAZARDOUS MATERIALS OR WHAT APPEAR TO BE HAZARDOUS MATERIALS ARE ENCOUNTERED, STOP WORK IN THE AFFECTED AREA IMMEDIATELY AND CONTACT 911 OR THE APPROPRIATE AGENCY FOR FURTHER INSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THEIR OWN WATER AND POWER FOR OPERATIONS, IRRIGATION AND DUST CONTROL. WATER SHALL NOT BE PUMPED FROM THE CREEK FOR THESE USES.
- NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- COR WILL PROVIDE CONSTRUCTION STAKING. RESPONSIBILITY OF CONTRACTOR TO MAINTAIN OR REPLACE CONSTRUCTION STAKES.

**SEQUENCE OF CONSTRUCTION**

WORK PHASING SHALL OCCUR AS FOLLOWS, UNLESS OTHERWISE APPROVED BY COR:

- SUBMIT NECESSARY SUBMITTALS FOR APPROVAL. ONCE APPROVED, THE CONTRACTOR MAY COMMENCE THE WORK UNLESS OTHERWISE DIRECTED.
- MOBILIZATION
- INSTALLATION OF FISH EXCLUSION DEVICES AND REMOVAL OF FISH FROM WORK AREA.
- INSTALLATION OF TEMPORARY COFFERDAMS, CLEAR WATER DIVERSIONS, DE-WATERING, AND SEDIMENT CONTROL WITHIN WORK AREA AS NEEDED.
- CLEARING AND GRUBBING OF WORK AREA, INCLUDING TREE REMOVAL AND SALVAGE.
- REMOVAL OF EXISTING CULVERT, IN STREAM CONSTRUCTION, AND INSTALLATION OF NEW CROSSING.
- RECONSTRUCTION OF ROAD AND RE-OPENING FOR PRIVATE ACCESS.
- REMOVAL OF WATER MANAGEMENT DEVICES.
- REMOVAL OF FISH EXCLUSION DEVICES.
- STABILIZATION OF THE WORK AREA.
- DEMOBILIZATION.
- REMEDICATION AND REPAIR OF PRIVATE ROADWAY.

CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE PRIOR TO COMMENCING CONSTRUCTION.

**CLEARING AND GRUBBING**

- CLEARING AND GRUBBING SHALL BE IN ACCORDANCE WITH SECTION EC-2 OF CASQA AND THE EROSION AND SEDIMENT CONTROL NOTES IN THE CONTRACT DOCUMENTS.
- THE LIMIT OF DISTURBANCE DOES NOT DENOTE THE LIMIT OF CLEARING AND GRUBBING. THE EXTENT OF CLEARING SHALL BE MINIMIZED TO THE EXTENT POSSIBLE WITHIN THE LIMIT OF DISTURBANCE TO ALLOW MANEUVERABILITY OF EQUIPMENT.
- EUCALYPTUS TREES DESIGNATED FOR REMOVAL SHALL INCLUDE THE ROOTWAD. CUT LOGS AND ROOT WADS SHALL BE STOCKPILED AT A DESIGNATED LOCATION NEAR PROJECT SITE.
- ALDER TREES, LIMBS AND SLASH SHALL BE CHIPPED AND USED FOR SITE STABILIZATION.
- EXISTING TREE ROOTS OF TREES TO REMAIN WITHIN LIMITS OF EXCAVATION SHALL BE PRESERVED TO THE EXTENT POSSIBLE.
- REMAINING ORGANIC MATERIAL FROM TREE REMOVAL CLEARING AND GRUBBING SHALL BE CHIPPED AND USED FOR SITE STABILIZATION.
- TREES NOT DESIGNATED FOR REMOVAL SHALL REMAIN AND BE PROTECTED.

**EROSION & SEDIMENT CONTROL**

GENERAL NOTES

- AT MINIMUM THE CONTRACTOR SHALL EMPLOY THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPS) AS APPLICABLE, AS DESCRIBED IN THE CURRENT CALIFORNIA STORMWATER BMP HANDBOOK FOR CONSTRUCTION (CASQA HANDBOOK) (WWW.CASQA.ORG):

- EC-1 SCHEDULING
- EC-2 PRESERVATION OF EXISTING VEGETATION

- EC-8 WOOD MULCHING
- SE-1 SILT FENCE
- SE-5 FIBER ROLLS
- WE-1 WIND EROSION CONTROL
- NS-1 WATER CONSERVATION PRACTICES
- NS-2 DEWATERING OPERATION
- NS-5 CLEARWATER DIVERSION
- NS-8 VEHICLE AND EQUIPMENT CLEANING
- NS-9 VEHICLE AND EQUIPMENT FUELING
- NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
- SS-10 VELOCITY DISSIPATION DEVICES
- WM-1 MATERIALS DELIVERY AND STORAGE
- WM-2 MATERIAL USE
- WM-3 STOCKPILE MANAGEMENT
- WM-4 SPILL PREVENTION AND CONTROL
- WM-5 SOLID WASTE MANAGEMENT
- WM-9 SANITARY/SEPTIC WASTE MANAGEMENT

- CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS STABILIZED PRIOR TO THE ONSET OF ANY RAIN EVENT TO PREVENT SEDIMENT DELIVERY TO WATERWAYS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MINIMIZE EROSION AND PREVENT THE TRANSPORT OF SEDIMENT TO THE ADJACENT STREAM AND SENSITIVE AREAS. CONTRACTOR WILL BE RESPONSIBLE FOR ALL FINES AND CLEANUP OF ANY VIOLATIONS.
- SUFFICIENT EROSION CONTROL SUPPLIES SHALL BE AVAILABLE ON-SITE AT ALL TIMES TO ADDRESS AREAS SUSCEPTIBLE TO EROSION DURING RAIN EVENTS.
- MINIMIZE DISTURBANCE OF EXISTING VEGETATION TO THAT NECESSARY TO COMPLETE WORK.
- ALL HEAVY EQUIPMENT SHALL BE STEAM CLEANED PRIOR TO ENTRY TO THE PROJECT SITE TO INHIBIT THE SPREAD OF EXOTIC SEED. ALL HEAVY EQUIPMENT SHALL BE LEAK FREE UPON ENTRY TO THE PROJECT SITE AND ANY LEAKS SHALL BE REPAIRED IMMEDIATELY.
- ACTIVITIES SUCH AS VEHICLE WASHING ARE TO BE CARRIED OUT AT AN OFF-SITE FACILITY WHENEVER PRACTICAL.
- THE CONTRACTOR, AS NECESSARY, SHALL IMPLEMENT OTHER BMPS SPECIFIED IN THE CASQA HANDBOOK DICTATED BY SITE CONDITIONS AND AS DIRECTED BY THE COR. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE APPROVAL OF OR AT THE DIRECTION OF THE COR.
- THE CONTRACTOR SHALL MAKE ADEQUATE PREPARATIONS, INCLUDING TRAINING AND EQUIPMENT, TO CONTAIN SPILLS OF OIL AND OTHER HAZARDOUS MATERIALS. SPILL KITS SHALL BE PRESENT AT EACH WORK SITE TO INHIBIT THE SPREAD OF FLUID LEAKS ONTO THE GROUND OR SURROUNDING AREAS.
- THE CONTRACTOR SHALL PROVIDE COVERED WASTE RECEPTACLE FOR COMMON SOLID WASTE AT CONVENIENT LOCATIONS ON THE JOB SITE AND PROVIDE REGULAR COLLECTION OF WASTES.
- BOTH ACTIVE AND NON-ACTIVE SOIL AND MATERIAL STOCKPILES SHALL BE PROPERLY PROTECTED TO MINIMIZE SEDIMENT AND POLLUTANT TRANSPORT FROM THE CONSTRUCTION SITE (WM-3).
- THE CONTRACTOR SHALL PROVIDE SANITARY FACILITIES OF SUFFICIENT NUMBER AND SIZE TO ACCOMMODATE CONSTRUCTION CREWS AND ENSURE ADEQUATE ANCHORAGE OF SUCH FACILITIES TO PREVENT TIPPING BY WEATHER OR VANDALISM.
- PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH WOOD CHIPS BY CONTRACTOR AND TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AS SPECIFIED.

**EXCAVATION AND FILL**

- EXCAVATION SHALL INCLUDE EXCAVATION AND HANDLING OF SATURATED SOILS. CONTRACTOR SHALL BE PREPARED TO DEWATER AND /OR TRANSPORT SATURATED SOIL IN A MANNER THAT PREVENTS EXCESS DISCHARGE OR SPILLAGE OF SOILS OR WATER WITHIN THE CONSTRUCTION ACCESS AREA OR ON ADJACENT PROPERTIES OR ROADWAYS. SHOULD ANY DISCHARGE OCCUR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE AND COMPLETE CLEAN UP. MULTIPLE HANDLING OF MATERIAL MAY BE NECESSARY.
- DURING EXCAVATION SUITABLE MATERIAL SHALL BE SEPARATED AND STOCKPILED FOR RE-USE AS EMBANKMENT BACKFILL AND STREAMBED MATERIAL.
- EXCAVATED MATERIAL SHALL BE MOISTURE CONDITIONED TO ACHIEVE THE SPECIFIED COMPACTION FOR BACKFILL.
- UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR FOR DISPOSAL IN AN APPROVED LOCATION. UNSUITABLE MATERIAL INCLUDES ORGANIC MATERIAL, CONCRETE, GROUTED RIPRAP, PIPES ALL AND OTHER MANMADE MATERIALS WITHIN THE LIMIT OF DISTURBANCE (LOD).
- UNLESS OTHERWISE SPECIFIED, TOLERANCE FOR FINISHED GRADING SHALL BE ±0.2 FEET VERTICALLY AND ±0.5 FEET HORIZONTALLY.
- SUITABLE EXCAVATED MATERIAL SHALL BE STOCKPILED IN THE DESIGNATED CONTRACTOR USE AREA.
- GRADING MAY BE ADJUSTED AT DIRECTION OF COR TO AVOID TREES AND OTHER FEATURES.
- THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, NON-COMPLYING FILL, TOPSOIL AND OTHER UNSUITABLE MATERIALS, SCARIFYING TO PROVIDE A BOND WITH THE NEW FILL.

**UTILITY**

- ALL UTILITIES SHOWN (IF ANY) WERE LOCATED FROM ABOVE GROUND VISUAL STRUCTURES. NO UTILITY RESEARCH WAS CONDUCTED FOR THE SITE. NOTIFY UNDERGROUND SERVICE ALERT (DIGALERT) AT LEAST TWO DAYS PRIOR TO ANY GRADING OR EXCAVATION WITHIN THE SITE BY CALLING 811 OR 1-800-227-2600.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES, FEATURES AND STRUCTURES LOCATED IN THE PROJECT AREA AND CONSTRUCTION ACCESS ROUTES. CONTRACTOR SHALL AVOID DISRUPTION OF ANY UTILITIES UNLESS PREVIOUSLY ARRANGED WITH COR.

- CONSTRUCTION MAY TAKE PLACE IN THE VICINITY OF OVERHEAD UTILITY LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF AND OBSERVE THE MINIMUM CLEARANCES FOR WORKERS AND EQUIPMENT OPERATING NEAR HIGH VOLTAGE, AND COMPLY WITH THE SAFETY ORDERS OF THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY AS WELL AS OTHER APPLICABLE SAFETY REGULATIONS.
- TELEPHONE, ELECTRIC, WATER AND OTHER UTILITY LINES SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT INTERRUPTION OF SERVICE.

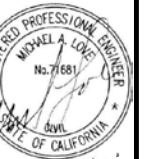
**CONSTRUCTION ACCESS:**

- CONTRACTOR WILL USE THE PRIMARY PRIVATE ROAD FOR CONSTRUCTION ACCESS.
- CONTRACTOR USE AREAS ARE INDICATED IN THE DRAWINGS.
- ANY ADDITIONAL AREAS TO BE USED MUST BE APPROVED BY THE COR.

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SMITH RIVER ALLIANCE  
P.O. Box 2129 - Crescent City, CA 95531



4/12/2024

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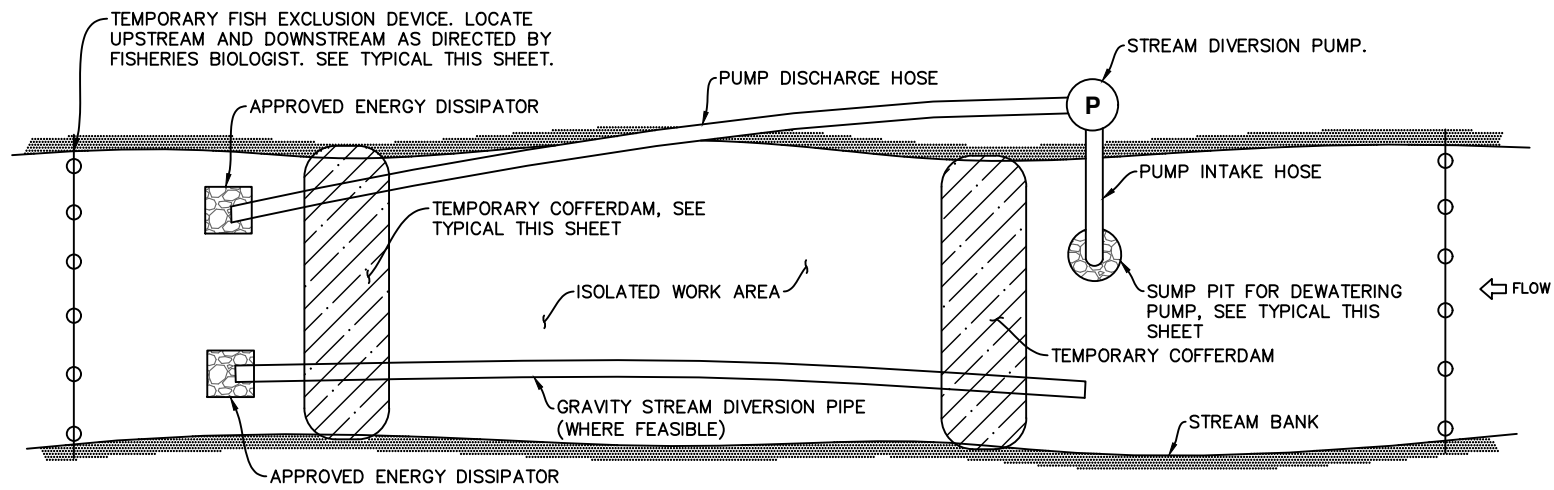
SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**3 - GENERAL SPECIFICATIONS**

DATE  
OCT. 2021  
SUBMITTAL  
FINAL DESIGN  
DESIGN

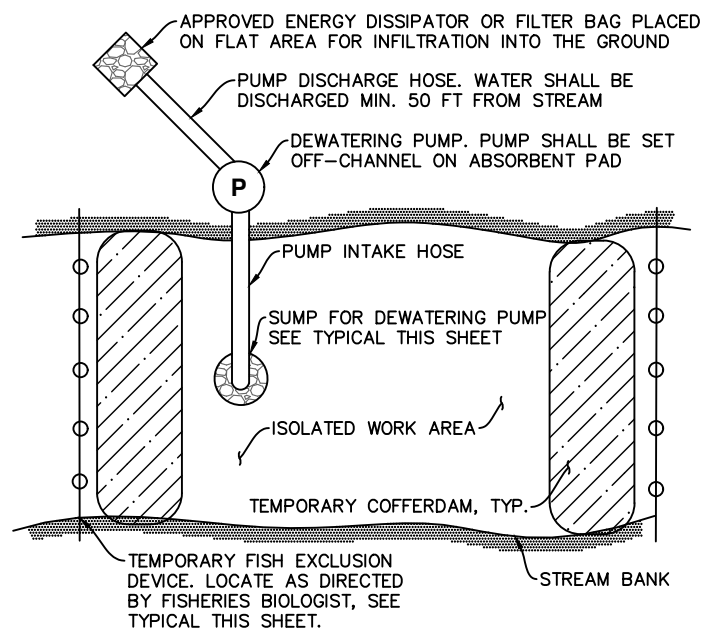
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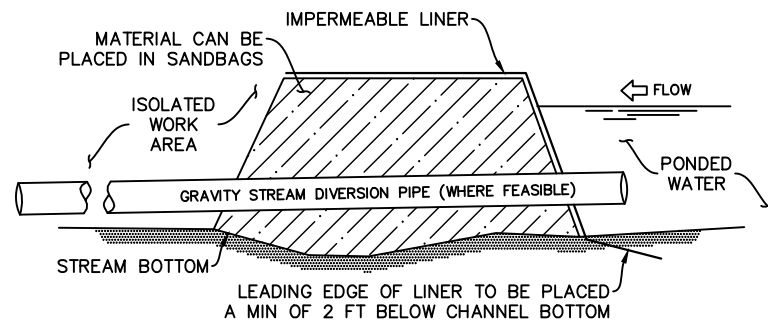
3 of 9



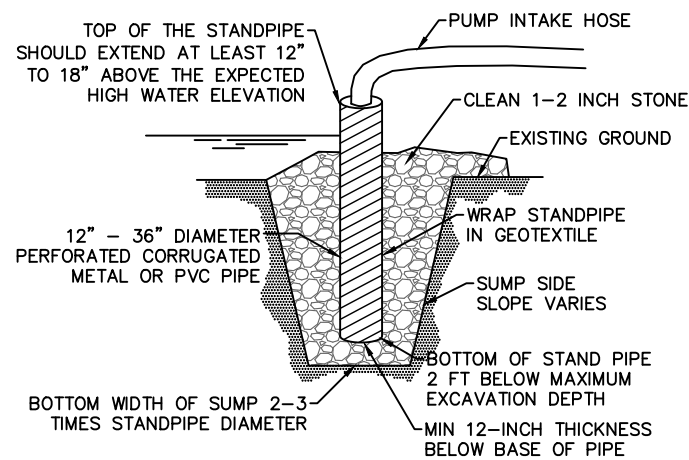
**TEMPORARY CLEAR WATER BYPASS**  
TYPICAL PLAN (NTS)



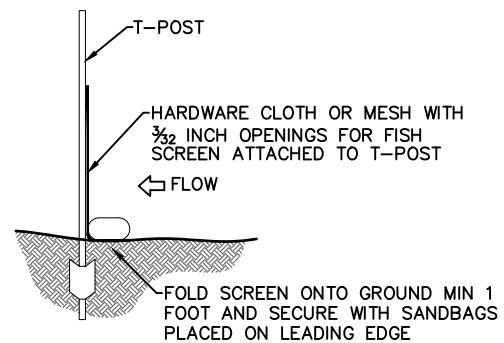
**TEMPORARY NUISANCE AND POND DEWATERING MEASURES**  
TYPICAL PLAN (NTS)



**TEMPORARY COFFERDAM**  
TYPICAL PROFILE (NTS)



**SUMP PIT**  
TYPICAL SECTION (NTS)



**TEMPORARY FISH EXCLUSION DEVICE**  
TYPICAL PROFILE (NTS)

**1 WATER MANAGEMENT**  
TYPICAL

**WATER MANAGEMENT**

**GENERAL**

1. THE WATER MANAGEMENT FEATURES (E.G. COFFERDAMS) SHOWN IN THE CONTRACT DRAWINGS ARE APPROXIMATE. THE CONTRACTOR IS TO DESIGN A WATER MANAGEMENT PLAN THAT MEETS THE CONTRACTORS APPROACH TO THE PROJECT WHILE MEETING PERMIT AND OTHER CONSTRAINTS.
2. THE OBJECTIVE OF WATER MANAGEMENT IS TO ISOLATE THE CHANNEL WORK SO THAT WORK IS COMPLETED IN DRY CONDITIONS. TO ACCOMPLISH THIS, THE CONTRACTOR MUST EMPLOY A CLEAR WATER DIVERSION SYSTEM AND A DEWATERING SYSTEM. THE CLEAR WATER DIVERSION SYSTEM BYPASSES CREEK WATER AROUND THE WORK AREA. THE DEWATERING SYSTEM REMOVES "NUISANCE" WATER (E.G. SEEPAGE) FROM WITHIN THE ISOLATED WORK AREA.
3. THE CONTRACTOR MUST SUBMIT A WATER MANAGEMENT PLAN FOR APPROVAL.
4. NO CONSTRUCTION ACTIVITIES ARE PERMITTED UNTIL THE WATER MANAGEMENT PLAN HAS BEEN APPROVED.

**SUBMITTALS**

THE WATER MANAGEMENT PLAN MUST INCLUDE THE FOLLOWING:

1. SUMMARY OF THE CONTRACTOR'S WATER MANAGEMENT APPROACH.
2. DESCRIBE THE APPROACH TO COORDINATE THE REMOVAL OF FISH AND OTHER SPECIES FROM THE ISOLATED WORK AREA.
3. DESCRIBE IN DETAIL, INCLUDING FIGURES, THE CLEAR WATER DIVERSION SYSTEM. THIS INCLUDES, BUT IS NOT LIMITED TO, LOCATION AND TYPE OF INFRASTRUCTURE, DESIGN FLOW, PIPE SIZE, PIPE MATERIAL, PIPE LENGTH, PIPE ROUTING, ETC., AND PUMP DETAILS, IF UTILIZED.
4. DESCRIBE IN DETAIL, INCLUDING FIGURES, THE DEWATERING SYSTEM. THIS INCLUDES, BUT IS NOT LIMITED TO, THE LOCATION OF INFRASTRUCTURE, TYPES OF EQUIPMENT, SIZE OF EQUIPMENT, DISCHARGE LOCATIONS, ETC.
5. DESCRIBE IN DETAIL THE PROCEDURES TO BE EXECUTED SHOULD THE CHANNEL FLOW INCREASE (I.E. BECAUSE OF STORM EVENT).

**PRODUCTS**

**COFFERDAM**

1. MAY BE CONSTRUCTED USING NATIVE OR IMPORTED MATERIAL PLACED IN BAGS (E.G. SAND BAGS, SUPERSACKS). NO COFFERDAM MATERIAL MAY BE RELEASED TO THE CHANNEL AT THE COMPLETION OF THE CONSTRUCTION WITHOUT APPROVAL. MATERIAL AND APPROACH TO BE DESCRIBED IN THE WATER MANAGEMENT PLAN.
2. THE IMPERMEABLE LINER MATERIAL TO BE USED SHALL BE IDENTIFIED IN THE WATER MANAGEMENT PLAN.
3. COFFERDAM SHALL NOT BE OVERTOPPED

**CLEAR WATER BYPASS SYSTEM**

1. GRAVITY SYSTEM IS PREFERRED. SYSTEM SHALL BE CAPABLE OF CONVEYING ALL OF THE STREAM'S FLOW.
2. ANY PUMP AND PUMPING APPARATUS USED FOR THE CLEAR WATER DIVERSION SHALL BE OF THE SUBMERSIBLE TYPE WITH SUFFICIENT CAPACITY TO PUMP ALL THE STREAM'S FLOW.
3. THE CONTRACTOR SHALL PROVIDE BACKUP POWER AND PUMPING EQUIPMENT TO ASSURE THAT THE CLEAR WATER DIVERSION REMAINS FUNCTIONAL THROUGHOUT THE TIME PERIOD THAT THE CHANNEL IS ISOLATED.

**DEWATERING SYSTEM**

1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, TOOLS, EQUIPMENT, FACILITIES AND SERVICES AS REQUIRED FOR PROVIDING THE NECESSARY DEWATERING WORK AND FACILITIES, AND PROVIDE BACKUP EQUIPMENT AS NECESSARY FOR REPLACEMENT AND FOR UNANTICIPATED EMERGENCIES.
2. REMOVED NUISANCE WATER SHALL NOT BE RETURNED DIRECTLY TO SURFACE WATER AND SHALL BE TREATED ACCORDANCE WITH PROJECT PERMITS

**EXECUTION**

1. NO WORK MAY BEGIN UNTIL THE CONTRACTOR'S WATER MANAGEMENT PLAN HAS BEEN APPROVED.
2. PRIOR TO ANY INSTALLATION OF WATER MANAGEMENT FACILITIES, THE FISH REMOVAL WORK MUST BE COMPLETED.
3. INSTALL WATER MANAGEMENT SYSTEMS PER THE APPROVED WATER MANAGEMENT PLAN.
4. REFER TO CONTRACT DRAWING DETAILS FOR ADDITIONAL INFORMATION.
5. CLEAR WATER BYPASS SYSTEM MUST OPERATE CONTINUOUSLY UNTIL ALL IN CHANNEL WORK HAS BEEN COMPLETED AND REMOVAL HAS BEEN APPROVED.
6. ONCE THE IN-CHANNEL WORK IS COMPLETED AND ACCEPTED, REMOVE WATER MANAGEMENT SYSTEMS PER THE APPROVED WATER MANAGEMENT PLAN AS AS DIRECTED.

**AQUATIC SPECIES MANAGEMENT**

**GENERAL**

- THE PROJECT AREA WILL LIKELY INCLUDE FISH AND OTHER SPECIES THAT NEED TO BE REMOVED PRIOR TO ANY IN-CHANNEL WORK, INCLUDING THE INSTALLATION OF WATER MANAGEMENT SYSTEMS. THE CONTRACTOR SHALL WORK WITH THE COR TO COORDINATE THE REMOVAL OF FISH AND OTHER SPECIES.
- NO WORK MAY BE COMPLETED UNTIL THE WATER MANAGEMENT PLAN HAS BEEN APPROVED.
- CONTRACTOR SHALL INCLUDE DETAILS IN WATER MANAGEMENT PLAN ON HO FISHERIES BIOLOGIST WILL BE COORDINATED.

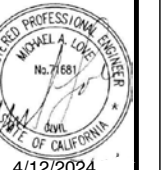
**PRODUCTS**

- REFER TO DRAWING DETAILS FOR PRODUCT INFORMATION.

**EXECUTION**

- THE CONTRACTOR MUST COORDINATE WITH THE CONTRACT OWNER AND THEIR BIOLOGIST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CONTRACT OWNER AT LEAST ONE WEEK PRIOR TO NEEDING THE BIOLOGIST'S SERVICES.

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**SMITH RIVER ALLIANCE**  
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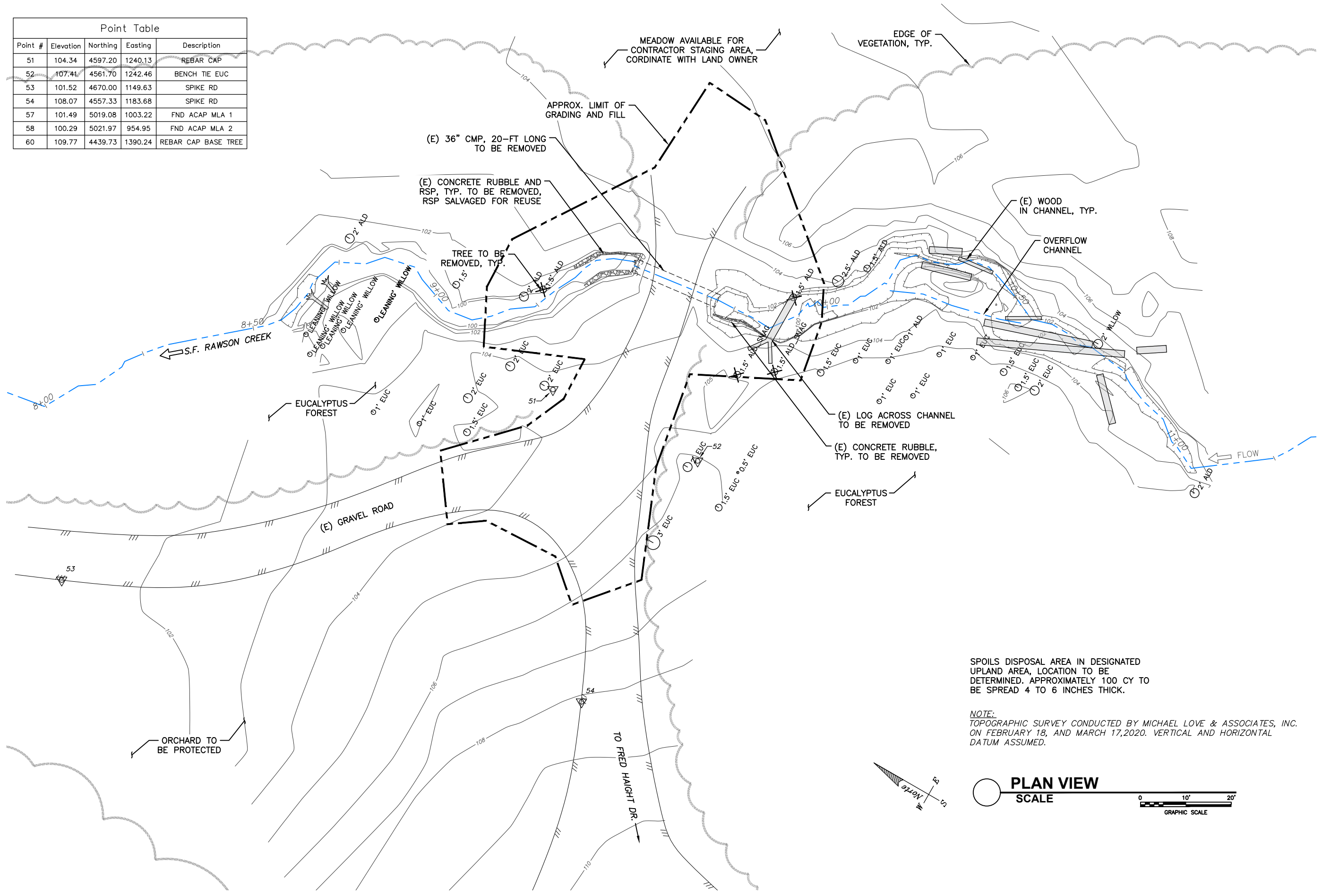
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SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**4 - WATER MANAGEMENT**

DATE  
OCT. 2021  
SUBMITTAL  
FINAL DESIGN  
DESIGN  
LLANOS / LOVE  
DRAWN  
LLANOS  
SHEET

4 of 9

Point #	Elevation	Northing	Eastng	Description
51	104.34	4597.20	1240.13	REBAR CAP
52	107.41	4561.70	1242.46	BENCH TIE EUC
53	101.52	4670.00	1149.63	SPIKE RD
54	108.07	4557.33	1183.68	SPIKE RD
57	101.49	5019.08	1003.22	FND ACAP MLA 1
58	100.29	5021.97	954.95	FND ACAP MLA 2
60	109.77	4439.73	1390.24	REBAR CAP BASE TREE



SPOILS DISPOSAL AREA IN DESIGNATED UPLAND AREA, LOCATION TO BE DETERMINED. APPROXIMATELY 100 CY TO BE SPREAD 4 TO 6 INCHES THICK.

NOTE: TOPOGRAPHIC SURVEY CONDUCTED BY MICHAEL LOVE & ASSOCIATES, INC. ON FEBRUARY 18, AND MARCH 17, 2020. VERTICAL AND HORIZONTAL DATUM ASSUMED.



PLAN VIEW SCALE

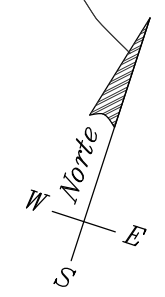
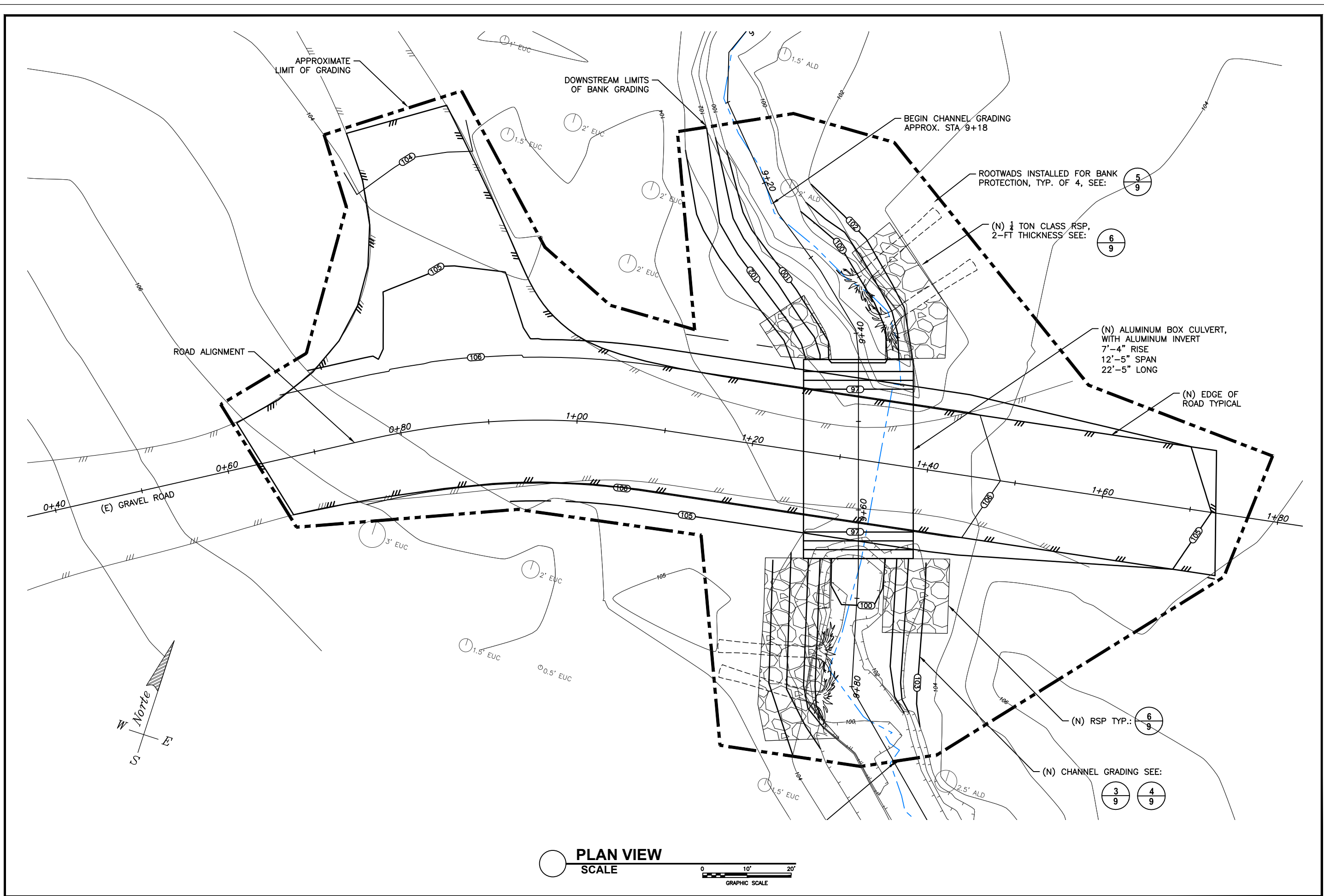
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SMITH RIVER ALLIANCE  
 RAWSON CREEK  
 CULVERT No. 3 REPLACEMENT  
**5 - EXISTING CONDITIONS**

DATE: OCT. 2021  
 SUBMITTAL: FINAL DESIGN DESIGN  
 DRAWN: LLANOS / LOVE  
 SHEET: LLANOS  
 5 of 9



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**SMITH RIVER ALLIANCE**  
 P.O. Box 2129 - Crescent City, CA 95531

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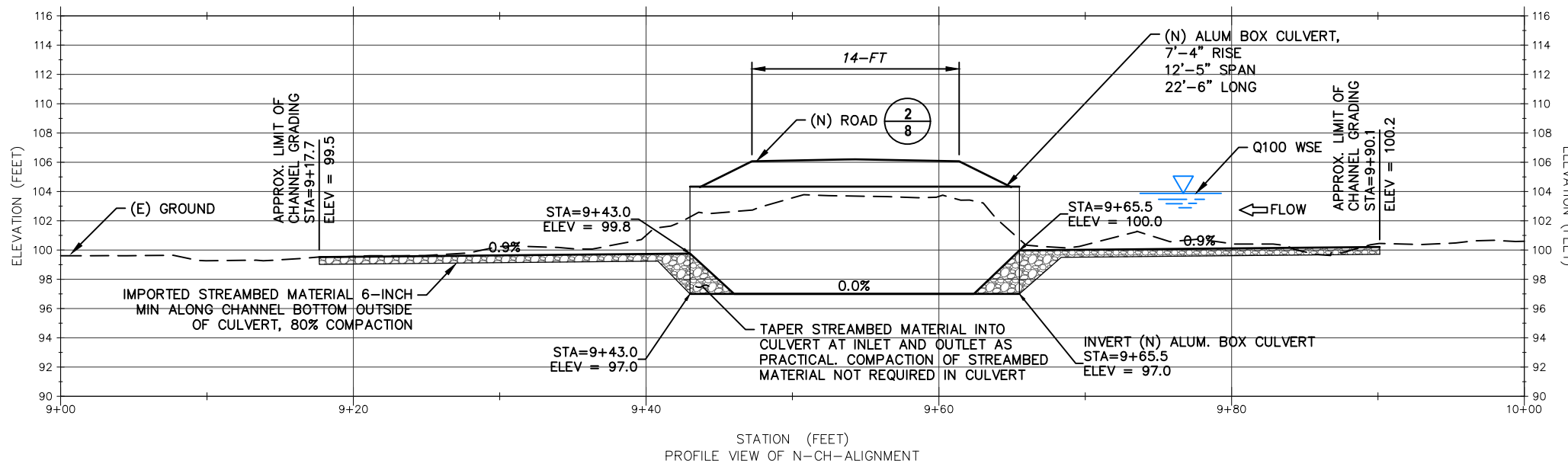
REGISTERED PROFESSIONAL ENGINEER  
 MICHAEL A. LOVE  
 No. 71681  
 STATE OF CALIFORNIA

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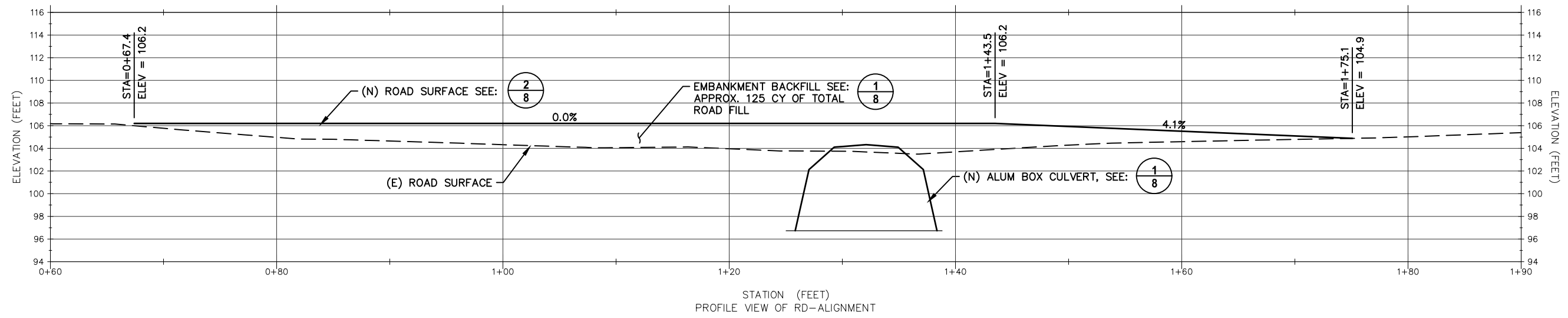
SMITH RIVER ALLIANCE  
 RAWSON CREEK  
 CULVERT No. 3 REPLACEMENT

**6 - NEW CROSSING LAYOUT**

DATE: OCT. 2021  
 SUBMITTAL: FINAL DESIGN  
 DESIGNER: LLANOS / LOVE  
 DRAWN: LLANOS  
 SHEET: 6 of 9



**CHANNEL PROFILE**  
 SCALE: (VERTICAL EXAGGERATION 1:1)  
 GRAPHIC SCALE: 0, 5', 10'



**ROAD PROFILE**  
 SCALE: (VERTICAL EXAGGERATION 1:1)  
 GRAPHIC SCALE: 0, 5', 10'

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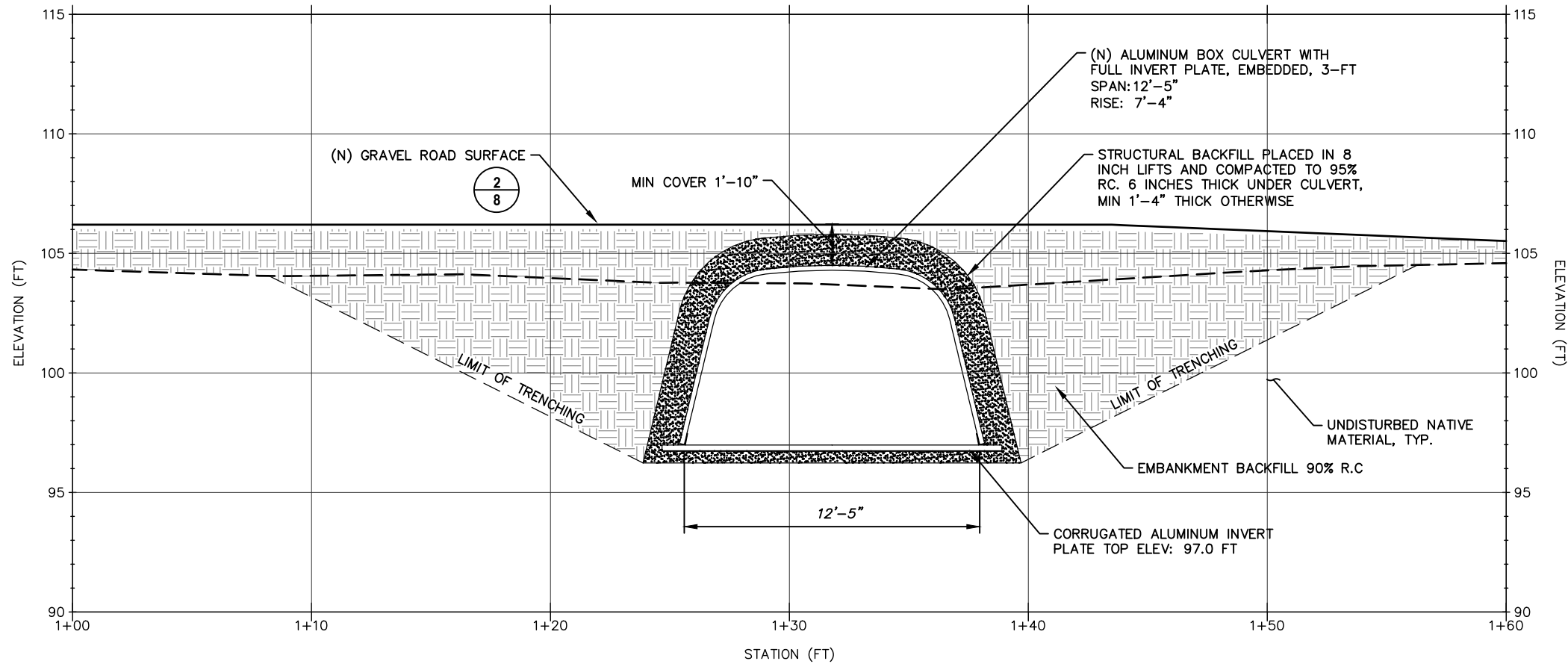


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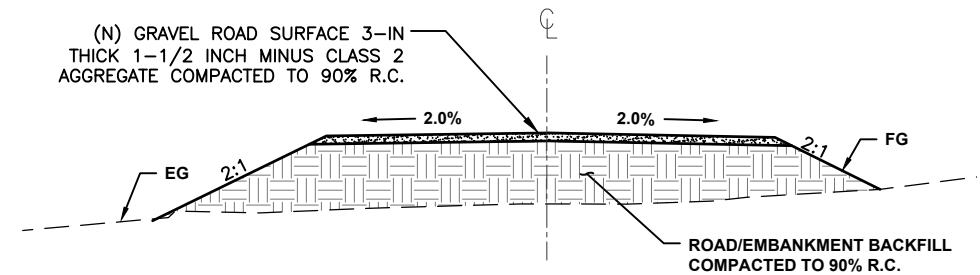
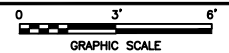
SMITH RIVER ALLIANCE  
 RAWSON CREEK  
 CULVERT No. 3 REPLACEMENT  
**CROSSING PROFILE**

DATE	OCT. 2021
SUBMITTAL	FINAL DESIGN
DESIGN	LLANOS / LOVE
DRAWN	LLANOS
SHEET	7 of 9





**1 CULVERT SECTION ALONG ROAD PROFILE**  
TYPICAL



**2 ROAD SECTION**  
NTS

**ROAD IMPROVEMENT SPECIFICATIONS**

**GENERAL**

1. EMBANKMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS (2015) SECTION 19-6, UNLESS OTHERWISE SPECIFIED.
2. ALL MATERIAL (IMPORTED OR NATIVE FOR REUSE) MUST BE APPROVED BY THE COR PRIOR TO INSTALLATION.

**SUBMITTALS**

3. CERTIFICATIONS FOR ALL IMPORTED MATERIALS PRIOR TO DELIVERY.
4. COMPACTION TESTING REQUIRED FOR ALL BACKFILL AROUND CULVERT CROSSING.

**PRODUCTS**

5. ROAD ROCK SHALL BE 1-1/2 INCH MINUS CLASS 2 AGGREGATE BASE
6. EMBANKMENT FILL, SEE CULVERT SPECIFICATIONS THIS SHEET

**EXECUTION**

7. ALL COMPACTION SHALL BE COMPLETED BY MECHANICAL MEANS UNLESS THE CONTRACTOR CAN DEMONSTRATE OTHER MEANS THAT WILL ACCOMPLISH THE REQUIRED COMPACTION TO THE SATISFACTION OF THE ENGINEER. COMPACTION EQUIPMENT SHALL BE OF SUITABLE TYPE AND ADEQUATE TO OBTAIN THE DENSITIES SPECIFIED AND APPROVED. COMPACTION EQUIPMENT SHALL BE OPERATED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. EQUIPMENT SHALL BE MAINTAINED IN SUCH CONDITION THAT IT WILL DELIVER THE MANUFACTURER'S RATED COMPACTIVE EFFORT.
8. ROAD ROCK SHALL BE PLACED AS INDICATED IN THE DRAWINGS AND AS DIRECTED BY THE COR.
6. EMBANKMENT FILL, SEE CULVERT SPECIFICATIONS THIS SHEET

**CULVERT AND BACKFILL SPECIFICATIONS**

**GENERAL**

1. THE CONTRACTOR SHALL ENGAGE A QUALIFIED COMPACTION TESTING FIRM TO PERFORM NECESSARY TESTS AND INSPECTIONS DURING THE INSTALLATION OF STRUCTURAL AND EMBANKMENT BACKFILL.
2. EMBANKMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS (2015) SECTION 19-6, UNLESS OTHERWISE SPECIFIED.
3. WHEN COMPACTION TESTS INDICATE THAT THE SPECIFIED COMPACTION HAS NOT BEEN ACHIEVED, THAT PORTION OF THE WORK SHALL BE REWORKED UNTIL THE REQUIRED DENSITY HAS BEEN ATTAINED; ALL COSTS BORNE BY THE CONTRACTOR.
4. ALL MATERIAL (IMPORTED OR NATIVE FOR REUSE) MUST BE APPROVED BY THE COR PRIOR TO INSTALLATION.

**SUBMITTALS**

5. SHOP DRAWINGS AND CALCULATIONS FOR THE CULVERT SHALL BE PROVIDED TO THE COR FOR REVIEW PRIOR TO BEING INSTALLED.
6. CERTIFICATIONS FOR ALL IMPORTED MATERIALS PRIOR TO DELIVERY. RESULTS OF COMPACTION TESTING.
7. COMPACTION TESTING WILL BE REQUIRED FOR ALL FILL RELATED TO THE CULVERT INSTALLATION.
8. RELATIVE COMPACTION TESTING METHODS: CURRENT VERSIONS OF CALTRANS CALIFORNIA TEST 216 OR 231, OR OTHER METHODS APPROVED BY THE ENGINEER.

**PRODUCTS**

9. CULVERT SHALL BE ALUMINUM BOX CULVERT 50E6 (HS-25 LOAD RATING) BY CONTECH WITH A FULL INVERT OR APPROVED EQUAL.
10. STRUCTURAL BACKFILL SHALL BE IMPORTED CALTRANS CLASS 2 AGGREGATE BASE WITH 3/4 INCH MAXIMUM AS PRESENTED IN CALTRANS STANDARD SPECIFICATIONS (2015) SECTION 26-1.02B.
11. CONTROLLED LOW STRENGTH MATERIAL (CLSM) CAN BE USED IN PLACE OF BASE AGGREGATE MATERIAL. CLSM SHALL BE SELF-LEVELING AND SELF-COMPACTING, CEMENTITIOUS MATERIAL WITH A MINIMUM COMPRESSIVE STRENGTH OF 300 PSI PER ACI 229R
12. ROAD/EMBANKMENT BACKFILL SHALL BE NATIVE OR IMPORTED MATERIAL, NO LARGER THAN 6-INCHES IN DIAMETER AND FREE OF ORGANICS. MATERIAL SHALL BE PLACED IN 6-INCH LIFTS AND COMPACTED AS SPECIFIED.

**EXECUTION**

13. ALL COMPACTION SHALL BE COMPLETED BY MECHANICAL MEANS UNLESS THE CONTRACTOR CAN DEMONSTRATE OTHER MEANS THAT WILL ACCOMPLISH THE REQUIRED COMPACTION TO THE SATISFACTION OF THE ENGINEER. COMPACTION EQUIPMENT SHALL BE OF SUITABLE TYPE AND ADEQUATE TO OBTAIN THE DENSITIES SPECIFIED AND APPROVED. COMPACTION EQUIPMENT SHALL BE OPERATED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. EQUIPMENT SHALL BE MAINTAINED IN SUCH CONDITION THAT IT WILL DELIVER THE MANUFACTURER'S RATED COMPACTIVE EFFORT.
14. EXPOSED SOILS SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES, MOISTURE CONDITIONED AS NECESSARY TO PROVIDE ABOVE OPTIMUM MOISTURE CONTENT.
15. STRUCTURAL BACKFILL SHALL BE INSTALLED IN UNCOMPACTED 8 INCH LIFTS, MAXIMUM, AND COMPACTED TO 95% RELATIVE COMPACTION.
16. EMBANKMENT FILL SHALL BE INSTALLED IN UNCOMPACTED 8 INCH LIFTS MAXIMUM, AND COMPACTED TO 90% RELATIVE COMPACTION.

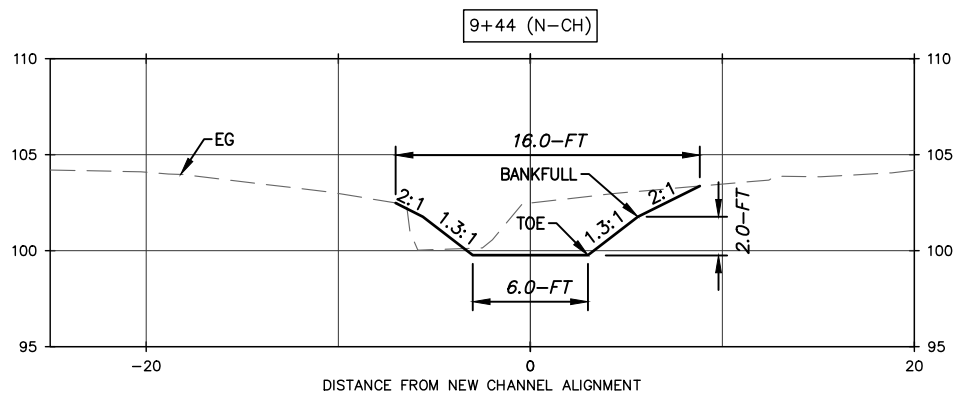
**Michael Love & Associates, Inc.**  
PO Box 4477 • Arcata, CA 95518 • (707) 822-2411  
**SMITH RIVER ALLIANCE**  
P.O. Box 2129 - Crescent City, CA 95531



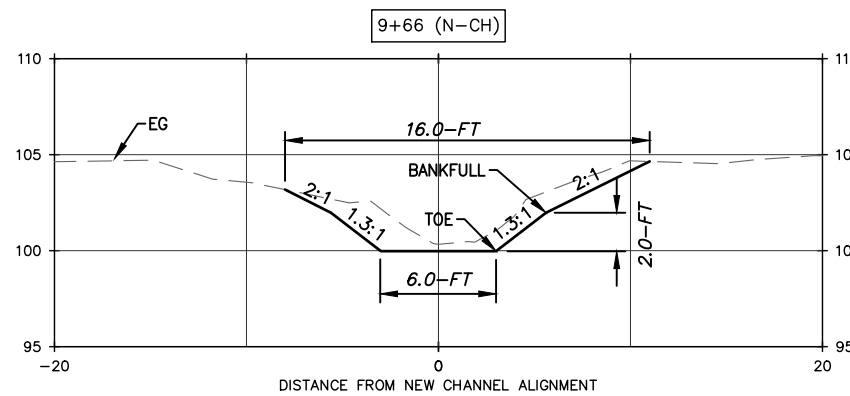
VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**8 - CROSSING DETAILS**

DATE	OCT. 2021
SUBMITTAL	FINAL DESIGN
DESIGN	LLANOS / LOVE
DRAWN	LLANOS
SHEET	8 of 9



**3 CHANNEL SECTION DOWNSTREAM**  
1H:1V  
GRAPHIC SCALE: 0, 5', 10'



**4 CHANNEL SECTION AT CULVERT FACE**  
1H:1V  
GRAPHIC SCALE: 0, 5', 10'

**SPECIFICATIONS FOR ROOTWAD STRUCTURES**

**MATERIAL ACQUISITION**

- CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING AND DELIVERING ROOTWADS, TO BE APPROVED BY COR.

**MATERIAL SPECIFICATIONS**

- ALL ROOTWADS SHALL BE DOUGLAS FIR OR REDWOOD.
- ROOTWADS SHALL BE SOUND, NON-ROTTED AND UNBROKEN.
- LOGS SHALL MEET THE DIMENSIONS SPECIFIED. LOG LENGTH SHALL NOT BE ACCOMPLISHED WITH JOINING OF MULTIPLE LOGS. LOG DIAMETER SHALL BE MEASURED AT THE MIDPOINT OF THE LOG.
- LOG LENGTH INCLUDES THE ROOTWAD.
- LOGS EXCEEDING THE MAXIMUM DIAMETER WILL NEED ADDITIONAL BURIAL AS DIRECTED BY THE COR.

**INSTALLATION SPECIFICATIONS**

- ROOTWAD STRUCTURES SHALL BE INSTALLED AS SPECIFIED AND DIRECTED BY THE COR. LOGS PLACED NOT MEETING COR'S APPROVAL SHALL BE REMOVED AND RESET.
- EXCAVATE TRENCH AS NECESSARY.
- INSTALL LOGS WITH ROOTWADS ORIENTED UPSTREAM WITH FAN AT TOE OF CHANNEL.
- BACKFILL TRENCH WITH COMPACTED SALVAGE BACKFILL OR COMPACTED EMBANKMENT FILL IN 1-FT LIFTS TO SPECIFIED COMPACTION. MOUND BACKFILL UP TO 1-FT ABOVE EXISTING GROUND FOR DRAINAGE.

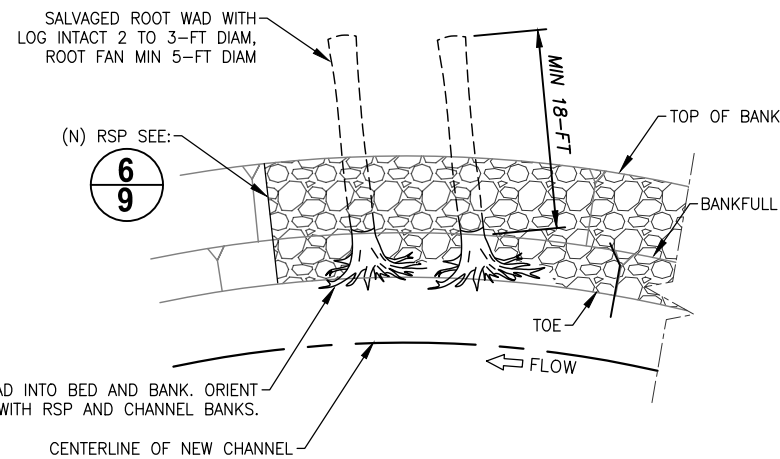
**STREAMBED MATERIAL**

**MATERIAL SPECIFICATIONS**

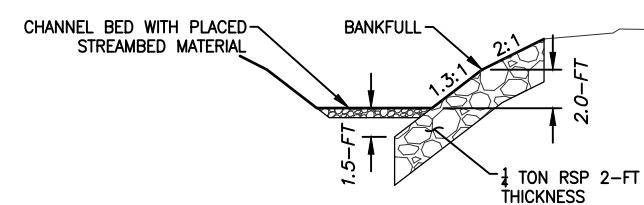
- EXCEPT AS DIRECTED BY COR, NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN 12-INCHES SHALL BE BURIED OR PLACED IN STREAM BANK FILLS. DETRIMENTAL AMOUNTS OF ORGANIC MATERIAL SHALL NOT BE PERMITTED IN STREAM BANK FILLS.
- STREAMBED MATERIAL SHALL CONSIST OF 2-INCH MINUS ROUNDED RIVER RUN MATERIAL.
- NATIVE MATERIAL MAY BE REUSED, IF APPROVED BY THE COR.

**INSTALLATION SPECIFICATIONS**

- STREAMBED MIX MUST BE THOROUGHLY MIXED PRIOR TO INSTALLATION. IF THE MATERIAL IS MIXED AND THEN TRANSPORTED TO THE INSTALLATION LOCATION, THE MATERIAL MUST BE REMIXED AS IT WILL NATURALLY SORT DURING TRANSPORT.
- INSTALLED MATERIAL SHALL BE COMPACTED AS SPECIFIED.



**PLAN**



**6 ROCK SLOPE PROTECTION (RSP) TYPICAL (NTS)**

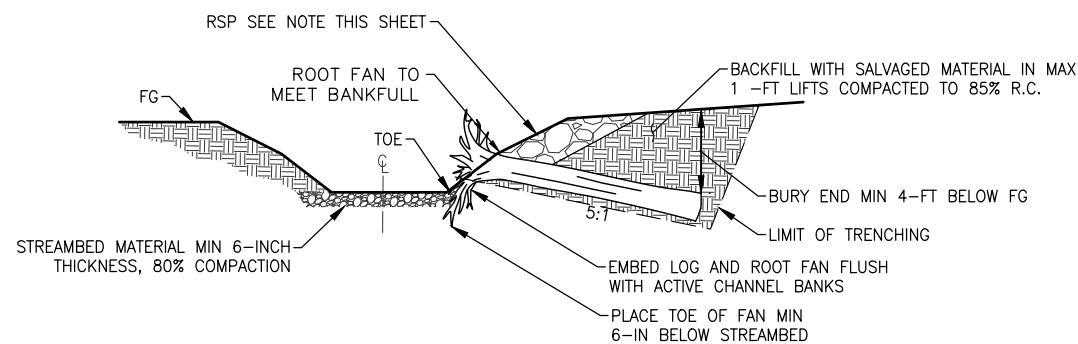
**ROCK SLOPE PROTECTION (RSP)**

**MATERIAL SPECIFICATIONS**

- ROCK SHALL MEET MATERIAL PROPERTIES IN ACCORDANCE WITH CALTRANS, 2015 SECTION 72-2.
- RSP SHALL BE 1/4 TON CLASS ROCK.

**INSTALLATION SPECIFICATIONS**

- ROCK SHALL BE PLACED IN ACCORDANCE WITH CALTRANS, 2015 SECTION 72 AND USING "METHOD A" PLACEMENT, INDIVIDUALLY PLACED.
- ROCK SHALL HAVE A MINIMUM OF THREE CONTACT POINTS.
- PLACE ROCK IN ROWS BEGINNING IN THE CHANNEL AND WORKING UP THE BANK.
- BACKFILL ALL VOIDS WITH STREAMBED MATERIAL AND COMPACT AFTER THE EACH ROW IS PLACED.



**SECTION**

**5 ROOTWAD DETAIL TYPICAL (NTS)**

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SMITH RIVER ALLIANCE  
P.O. Box 2129 - Crescent City, CA 95531



4/12/2024

VERIFY SCALE  
THIS BAR IS ONE INCH LONG AT FULL SCALE

SMITH RIVER ALLIANCE  
RAWSON CREEK  
CULVERT No. 3 REPLACEMENT  
**9 - CHANNEL DETAILS**

DATE: OCT. 2021  
SUBMITTAL: FINAL DESIGN DESIGN  
DRAWN: LLANOS / LOVE  
LLANOS  
SHEET

9 of 9

## TECHNICAL SPECIFICATIONS

# MEASUREMENT AND PAYMENT

## PART 1 GENERAL

### 1.01 – GENERAL

- A. Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. See the General Conditions for special provisions related to progress payments and payment schedule to the contractor.
- D. The Base Bid Schedule is to complete all work associated construction of the Rawson Creek Crossing #3, as shown in the plans titled Rawson Creek Culvert No. 3 Replacement
- E. The measurement and payment items are listed below:
  - a. Any work shown on the plans titled Rawson Creek Culvert No. 3 Replacement and not specifically mentioned/described in the following will be paid under the Base Bid Schedule, Bid Item No. 1.
- F. It is the intent that the scope of the description of the following items encompasses the entire scope of the work as shown on the contract Plans and described in these Specifications, except where explicitly excluded. The bid amounts shall be for complete in place installations.
- G. The Contractor should carefully review all sections of plans, including the Water Management sheet and General Notes sheet to completely understand the Work, specifications, and all constraints.
- H. Full compensation for preparing and furnishing all submittals shall be considered as included in the prices paid for the Contract items of work to which such submittals relate and no additional compensation will be allowed therefor. Any cost related to the Construction Manager's review of any particular set of submittals more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the CO reserves the right to withhold such costs from payments due the Contractor.

### 1.02 – BASE BID SCHEDULE

#### ITEM 1. MOBILIZATION, DEMOBILIZATION & GENERAL

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for obtaining bonds and all permits other than those obtained by the Owner and developing and submitting submittals not specifically mentioned in other items and furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in mobilization, demobilization, and general items including but not limited to submittals, temporary fencing, demolition, removal of unsuitable material, disposal of excess spoils, and all other work required to complete the contract Documents not included in other items below.



**ITEM 2. CLEARING, GRUBBING AND TREE REMOVAL**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in general items, including but not limited to construction access, tree and root protection, tree removal as shown on the plans and removal of five (5) girdled Eucalyptus, including rootwads, as indicated by the COR, demolition, removal of unsuitable material including concrete rubble, stockpile and chipping of organic material to be used for site stabilization, removal of existing fencing and gates and all other work required to complete the Contract Plans, as set for in these Contract Documents.

Root wads shall be removed where directed by the COR. Slash from tree removal and clearing shall be chipped for use in Site Stabilization and Rehabilitation. Branches and logs too large for chipping will be stockpiled for the Landowner. Logs from removed Eucalyptus shall be cut into 2 foot long rounds and stacked next to Eucalyptus removal site for landowner.

**ITEM 3. WATER MANAGEMENT, DUST CONTROL AND ENVIRONMENTAL PROTECTIONS**

Measurement for this item shall be on a LUMP SUM basis. Payment shall include full compensation for all materials, labor, equipment and supervision necessary to construct and manage facilities and work associated with water necessary to meet permit requirements, including control, diversion and disposal of water. Items covered by this include, but are not limited to, cooperation and coordination with project biologists, installation of fish screens, cofferdams, dewatering pumps, hoses and tanks, dewatering bags, sediment filter bags and disposal of water. This item also includes maintenance and removal of water management system. This item also includes routine dust suppression, installation and maintenance of existing construction entrances, and tire cleaning stations as needed to prevent tracking. This work covers all Contractor costs and effort associated with obtaining construction water from approved sources, applying water to prevent fugitive dust, and as needed routine street sweeping/vacuuming on roads to comply with project permits. This item covers all Contractor costs and effort associated with providing erosion/sediment control BMPs and performing all necessary inspections and adjustments to the BMPs to comply with all applicable local, regional and federal laws, protection of cultural and historic resources, and all other environmental protection measures shall be considered incidental to this item and includes all erosion control items necessary to comply with the contract Plans and permit conditions.

**ITEM 4. GENERAL EXCAVATION**

The LUMP SUM price paid under this item shall be full payment for all excavation and stockpile for reuse of excavated material, as set forth in the Contract Documents.

**ITEM 5. ALUMINUM BOX CULVERT**

The LUMP SUM price paid under this item shall be full payment for purchase, delivery, installation and assembly of the New Culvert for Rawson Crossing #3 as set forth in the Contract Drawings. This item shall include furnishing all submittals, labor, materials, tools, equipment, and incidentals for doing all the work involved in completion of this item, including purchase, delivery and unloading culvert from delivery trucks, transporting culvert from delivery location to project site, installation of the culvert, and assembly of culvert plates.

**ITEM 6. STRUCTURAL BACKFILL**

The LUMP SUM price paid under this item shall be full payment to furnish, place, and compact structural backfill as shown on the Contract Drawings, including all submittals, materials, labor, and equipment costs.

**ITEM 7. ROAD/EMBANKMENT FILL PLACEMENT**

The LUMP SUM price paid under this item shall be full payment to handle, place, and compact embankment backfill as shown on the Contract Drawings, including all materials, labor, and equipment costs. Embankment material will be salvaged from culvert excavations and stockpiled during construction. Material must be approved by the COR for reuse. As part of this task, excess material not used for backfill will be placed and spread in a dedicated spoils area adjacent to the project site.

**ITEM 8. ROOT WAD BANK PROTECTION**

The LUMP SUM price paid under this item shall be full payment to procure, handle, and place Root Wads for bank protection as set forth on the Contract Drawings, including all materials, labor, and equipment costs. Work for this item shall include procurement and delivery of root wads, trenching, placing, and backfill and compaction with salvaged native material for each structure.

**ITEM 9. RSP**

The LUMP SUM price paid under this item shall be full payment to furnish, place, and compact all ¼-ton class RSP Rock in the channel adjacent to the new culvert as shown on the Contract Drawings, including all submittals, materials, labor, and equipment costs. RSP will not be placed on fabric and will require placement around Root Wad Bank Protection to finish grade.

**ITEM 10. STREAMBED MATERIAL**

The LUMP SUM price paid under this item shall be full payment to furnish, place, and compact all Streambed Material as shown on the Contract Drawings including all submittals, materials, labor, and equipment costs.

**ITEM 11. GRAVEL ROAD SURFACING**

The LUMP SUM price paid under this item shall be full payment including all materials, labor, and equipment costs for the restoration and resurfacing of the Gravel Road as set forth in the Contract Plans.

**ITEM 12. COMPACTION TESTING**

The LUMP SUM price paid under this item shall be full payment including all submittals, materials, labor, and equipment costs for testing required to demonstrate compliance with the contract documents. COR shall witness all tests specified or required by the Plans and Specifications. Compaction Testing shall be performed as specified in the Contract Documents. All tests will be performed in such a manner as will not unnecessarily delay the work.

**ITEM 13. SITE STABILIZATION**

The LUMP SUM price paid under this item shall be full payment including all materials, labor, and equipment costs for the restoration of the project site to pre-construction conditions including restoring temporary construction access, storage areas and any other areas damaged by construction activities by grading and replacing top soil and installing permanent erosion control in unpaved areas, and site cleanup and demobilization. All areas compacted by vehicle or equipment usage will be de-compacted by mechanical means and covered with chipped vegetation salvaged during construction. All fencing and gates removed for construction access will be replaced. Approximately 75 cubic yards of gravel will be placed along the access route and bladed to restore the surface to pre-project conditions. Erosion and Sediment control measures will be applied as set forth in the Contract Documents.

# DIVISION 31

## SECTION 31 23 23.23 COMPACTION

### GENERAL

#### 1.01 SUMMARY

- A. The Contractor shall engage a qualified compaction testing firm to perform necessary tests and inspections during the installation of structural and embankment backfill.
- B. The Contractor shall make all necessary excavations for compaction tests. Costs of excavating, backfilling, compacting, and testing in connection with compaction testing shall be borne by the Contractor.
- C. When tests indicate that the specified compaction has not been achieved, that portion of the Work shall be reworked until the required density has been attained.
- D. All material furnished and all work performed shall be subject to rigid inspection, and no material shall be delivered to the site until it has been approved by the SRA, or used in the construction work until it has been approved by the SRA.

#### 1.02 MEASUREMENT AND PAYMENT

- A. Refer to PAYMENT SCHEDULE

#### 1.03 TESTING METHODS:

- A. Relative Compaction: Current versions of Caltrans California Test 216 or 231, or other methods approved by the SRA.

### PRODUCTS

- B. Structural Backfill, as specified on the Drawings.
- C. Embankment Backfill (salvaged), as specified on the Drawings.
- D. Class 2 Aggregate, as specified on the Drawings.
- E. Native Subgrade, as specified on the Drawings.

### EXECUTION

- F. All compaction shall be by mechanical means unless the Contractor can demonstrate other means that will accomplish required compaction to the satisfaction of the SRA. Compaction equipment shall be of suitable type and adequate to obtain the densities specified and approved. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.
- G. Structural backfill installed in 8 inch lifts, maximum.
- H. Embankment backfill installed in 8 inch lifts, maximum.
- I. Compaction testing is required for all material specified to be compacted greater than 85% relative compaction. Compaction tests are required every third lift. For structural backfill or embankment backfill within the trench created to install the culvert, alternate compaction testing on either side of the culvert as directed by the SRA. Elsewhere, conduct compaction test location as directed by the SRA.
- J. If a compaction test shall fail to meet the specified compaction, all material installed above the previously successful compaction test layer shall be removed, reinstalled and retested.