

June 17, 2025



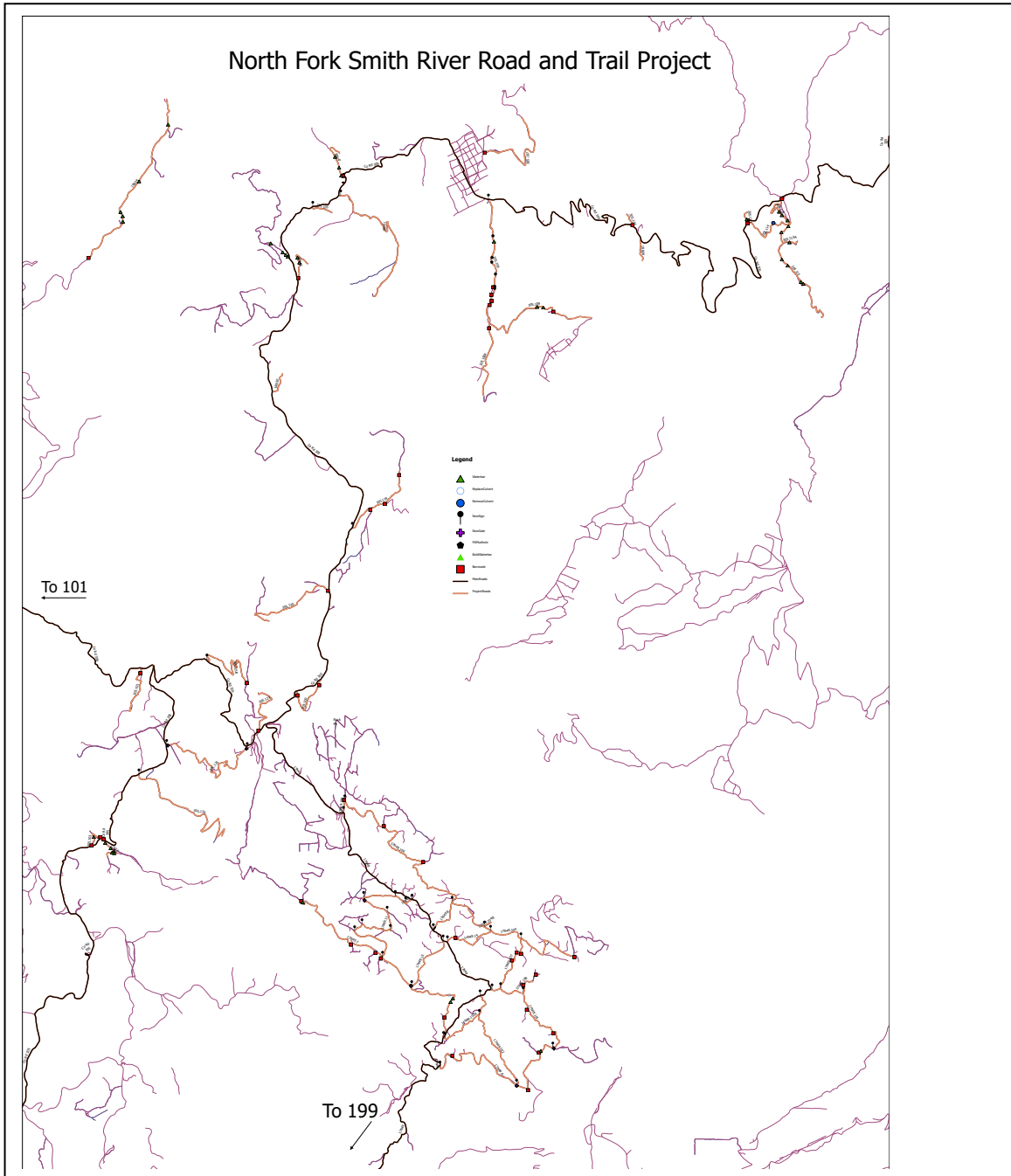
SMITH  
RIVER  
ALLIANCE

# North Fork Smith Road And Trail Project

BID DOCUMENTS

2025-2

PO Box 2129, Crescent City, CA 95531



LOCATION MAP

North Fork Smith Road and Trail Project

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## Notice Inviting Bids

1. **Bid Submission.** The Smith River Alliance (“SRA”), a 501(c)(3) nonprofit organization, will accept bids for its North Fork Smith Road and Trail Project (“Project”), by or before June 30, 2025, at 5:00 p.m., as further specified in the Instructions to Bidders.

2. **Project Information.**

**2.1** The purpose of this contract is to implement sections of the Smith River National Recreation Area Restoration and Motorized Travel Management Project Final Environmental Impact Statement on roads and trails within the North Fork Smith River watershed. The focus is on decommissioning and blocking access to unwanted roads and trails, maintaining or upgrading existing roads/trails or adding them to the trail system. For project specific details, please see the Plans and Specifications.

Project work consists of installing barriers (either boulder barriers or earth mound barriers), installing waterbars or rolling dips, filling low spots that collect water with rock, removing culverts, replacing culverts, installing gates and signs.

Unless otherwise provided, the Contractor shall furnish all labor, transportation, equipment, tools, supervision, materials and any necessary incidentals to accomplish work on the Smith River National Recreation Area of the Six Rivers National Forest.

The contractor shall carefully examine the existing conditions, shall become familiar with the nature and location of the work, the conformation of the ground slopes and terrain, the nature of the soil and subsoil conditions, nature and extent of the materials that will be encountered during the construction operations and any existing site conditions that may affect the project, prior to the beginning of work. Many of the work sites are on or along 4WD “Jeep” trails, which are steep, narrow, and extremely rocky. Some are not accessible by a standard 4WD pickup truck.

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

**2.2 Project Location and Access.** The Project is in the Smith River National Recreation Area of the Six Rivers National Forest. The roads are located within T17N, R2E; T17N, R3E; T18N, R1E; T18N, R2E; T19N, R1E and T19N, R2E, Humboldt Baseline and Meridian. Project lies within Del Norte County.

Project access is from Highway 199 between Crescent City and the Oregon border, or from County Road 305. Refer to the location map(s) for road locations. Please see the Project Site Map which is on the website as a separate PDF document. Project work sites are georeferenced on this version of the map.

**2.3 Operating Season.** Operating season shall be year-round except where prohibited by snow or wet weather. Between October 15<sup>th</sup> and May 15<sup>th</sup> wet weather operating restrictions shall apply and work will be tightly controlled and monitored for erosion control and preventive measures. At the discretion of the Forest Service, work may be suspended for wet weather before startup or during operations when conditions warrant.

Some roads also have limited operating periods (LOPs) due to wildlife protection measures. Limited operating periods, if any, are shown in the road logs.

**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.

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to the Smith River Alliance (“SRA”) for its North Fork Smith Road and Trail Project (“Project”) must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

- 1.1 **General.** Each Bid Proposal must be signed and submitted to SRA, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Late submissions will not be considered. SRA reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from SRA. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 **Electronic Submission.** The Bid Proposal and all required forms and attachments must be completed and signed as specified, and saved as a PDF document for electronic submission to SRA via [bids@smithriveralliance.org](mailto:bids@smithriveralliance.org) with “Bid for North Fork Smith Road and Trail Project ” in the subject bar.
- 1.3 **DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, SRA may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform work subject to prevailing wages pursuant to Labor Code § 1725.5. If SRA is unable to confirm that the bidder is currently registered with the DIR, SRA may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

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

2.1. **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.

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

4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of five percent of the maximum bid amount, in the form of a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California, or a certified check payable to the Smith River Alliance, which is subject to the same conditions set forth in the Bid Bond form. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security. A PDF copy of the bid security must be submitted electronically with the bid, with a hard copy delivered to SRA at 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.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Grant Werschull, Co-Executive Director, at [grant@smithriveralliance.org](mailto:grant@smithriveralliance.org). Oral responses are not authorized and are not binding on the SRA. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by SRA in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
  - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Prospective bidders are strongly encouraged to tour the job site. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed.
  - 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, and are available at:  
<https://smithriveralliance.org/bids>

Smith River National Recreation Area Restoration and Motorized Travel Management  
Project Record of Decision August 2017

END OF INSTRUCTIONS TO BIDDERS

**Bid Proposal**

North Fork Smith Road and Trail Project

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

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

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

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	1	LS	\$	\$
2	Install Earth Mound Barrier	45	EA	\$	\$
3	Install Water bar	29	EA	\$	\$
4	Install New Route sign	34	EA	\$	\$
5	Fill mudhole	160	CY	\$	\$
6	Remove Culvert	2	EA	\$	\$
7	Replace (install) Culvert	4	EA	\$	\$
8	Install gate	7	EA	\$	\$
9	Brushing	.3	MI	\$	\$
10	Clean Culvert Inlet	1	EA	\$	\$
11	Camo with Rocks	1	EA	\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$
20				\$	\$
21				\$	\$
22				\$	\$
23				\$	\$
24				\$	\$
25				\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
26				\$	\$
27				\$	\$
28				\$	\$
29				\$	\$
30				\$	\$
31				\$	\$
32				\$	\$
33				\$	\$
34				\$	\$
35				\$	\$
36				\$	\$
37				\$	\$
38				\$	\$
39				\$	\$
40				\$	\$
41				\$	\$
42				\$	\$
43				\$	\$
44				\$	\$
45				\$	\$
46				\$	\$
47				\$	\$
48				\$	\$
49				\$	\$
50				\$	\$

\* Final Pay Quantity

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 North Fork Smith Road and Trail Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to SRA as obligee in the penal sum of five percent of the maximum amount of the Bid, including additive alternatives if applicable, as set forth on the Bid Proposal form submitted to the SRA (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with SRA in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to SRA the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by SRA in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to SRA. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

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

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND

**Bidder's Questionnaire**

**North Fork Smith Road and Trail Project**

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 North Fork Smith Road and Trail Project ("Project").

### Recitals

- A. Funding for the Project includes funds from the National Fish and Wildlife Foundation (NFWF).
- B. The Project is subject to the funding conditions set forth in the National Fish and Wildlife Foundation Grant Agreement executed on 3/7/24 (the "NFWF Funding Conditions.")
- C. Copies of the document(s) containing the Project Funding Conditions are available online at [smithriveralliance.org/bids](http://smithriveralliance.org/bids).

### 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:
    - Plans and Specifications**
    - Appendix 1. Davis-Bacon Act Wage Determination**
- 3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents and in compliance with all applicable Project Funding Conditions. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts

to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, SRA will pay Contractor \$ \_\_\_\_\_ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions. Pursuant to Civil Code § 8800 it expressly agreed that SRA will tender payment for all undisputed progress payment amounts within 30 days after SRA receives the requisite funds for that payment from the funding agency or agencies identified above.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 90 (Ninety) calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, SRA will assess liquidated damages in the amount of \$4,000 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: Grant Werschull  
grant@smithriveralliance.org

Copy to: Staci Merkt, Operations Manager  
Staci@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 -arty 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: \_\_\_\_\_

\_\_\_\_\_  
 Patricia A. McCleary, Co-Executive Director

**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 North Fork Smith Road and Trail Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to SRA as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. SRA waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
SRA/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

*[Signatures are on the following page.]*

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_,  
20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY SRA:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PAYMENT BOND

## Performance Bond

< \_\_\_\_\_ > ("SRA") and \_\_\_\_\_  
("Contractor") have entered into a contract for work on the North Fork Smith Road and Trail Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to SRA as obligee for an amount not less than \$ \_\_\_\_\_ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, SRA will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by SRA to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges 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 adequately 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.

(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 21 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, including the prompt notice requirement in Section 5.3(A) and the submittal deadline in this paragraph, 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 the property, except signage which is required by Laws or by the Contract Documents, without SRA's prior written approval as to size, design, and location.

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

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

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

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

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

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

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless SRA approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not

occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from SRA.

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

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

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

## 7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until SRA has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **SRA-Provided.** If the Work includes installation of materials or equipment to be provided by SRA, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify SRA of any defects discovered in SRA-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody

and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

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

## 7.7 Substitutions.

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

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

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

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

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

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

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by SRA at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to

the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither SRA's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

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

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

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at SRA's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by SRA.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

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

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

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

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

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

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

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

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

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace

all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by SRA.

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

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

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

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

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

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

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

**7.12 Existing Utilities.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities.

This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

**7.13 Reserved.**

**7.14 Reserved.**

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

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

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

**7.18 Historic or Archeological Items.**

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

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

- 7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into the storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.
- (A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity (“Stormwater Permit”).
- (B) **Contractor’s Obligations.** Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.
- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which is available online at:  
<ftp://ftp.consrv.ca.gov/pub/omr/AB3098%20List/AB3908List.pdf>.

## Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. The amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor’s bid.
- (A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.
- (B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that SRA has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.
- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a

monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

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

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

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

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

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

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

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

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

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, SRA may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, SRA may withhold or deduct an amount based on the SRA's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by SRA, when accepted Shop Drawings are required before proceeding with the Work, SRA may

deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

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

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

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

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

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

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

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

(B) **Joint Checks.** SRA reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if SRA determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the SRA's counsel. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between SRA and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

**8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, SRA reserves the right

to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that SRA acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to SRA exceeds the amount of Final Payment, SRA retains the right to recover the balance from Contractor or its sureties.

- 8.8 Release of Claims.** SRA may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing SRA with a written waiver and release of all claims against SRA arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of law. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to SRA free of any claims, liens, or encumbrances upon payment to Contractor.

#### Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to SRA as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.
- 9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the SRA and available online at <http://www.dir.ca.gov/dlsr>. 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

### **Clarifications to General Conditions**

Please note the following clarifications to the preceding General Conditions for the North Fork Smith Road and Trail Project.

**Securing Project Site 7.5 (B)** Trench spoils DO NOT need to be hauled off the project site and open excavations need not be protected with steel plates.

**Support; Adjacent Properties 7.5 (D)** Contractor is NOT required to provide or install any shoring or bracing for this project. There are no adjacent property owners to project sites.

**Project Site Conditions and Maintenance 7.9** Contractor is NOT required to provide toilets.

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

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

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

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

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

investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

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

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

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

- 1.2 Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination. <The current Davis-Bacon Act Wage Determination, which may be accessed at <https://www.wdol.gov/dba.aspx> must be printed and included with the Contract Documents.>

- 1.3 Copeland “Anti-Kickback” Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 1.4 Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:
- (A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.
- (B) If Contractor or a Subcontractor violates this requirement, the Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, the Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
- (C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.
- 1.5 Rights to Inventions.** If the federal funding for this Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and constitutes an agreement between the SRA and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.
- 1.6 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 1.7 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the

Environmental Protection Agency requirements for reporting violations. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

- 1.8 Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.
- 1.9 Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.
- 1.10 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 1.11 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, 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.

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

**2. 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:

**2.1 USDA Forest Service Permits.**

**(A)** Contractor must comply with applicable conditions in the U.S. Forest Service Federal Lands Permit as issued by the North Coast Regional Water Quality Control Board and as may be represented by SRA or the designated Design Professional (Adam Dresser).

**3. Pre-Construction Work Site Assessment.** Prior to the beginning of work, the contractor shall carefully examine the existing conditions, shall become familiar with the nature and location of the work, the conformation of the ground slopes and terrain, the nature of the soils and subsoil conditions, the nature and extent of the materials that will be encountered during construction operations and any existing site conditions that may affect the project. Many of the work sites are on or along 4WD "Jeep" trails, which are steep, narrow and extremely rocky. Some are not accessible by a standard 4WD pickup truck.

**4. Reserved**

**5. 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:

- 5.1** Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 5.2** List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 5.3** 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;
- 5.4** If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;

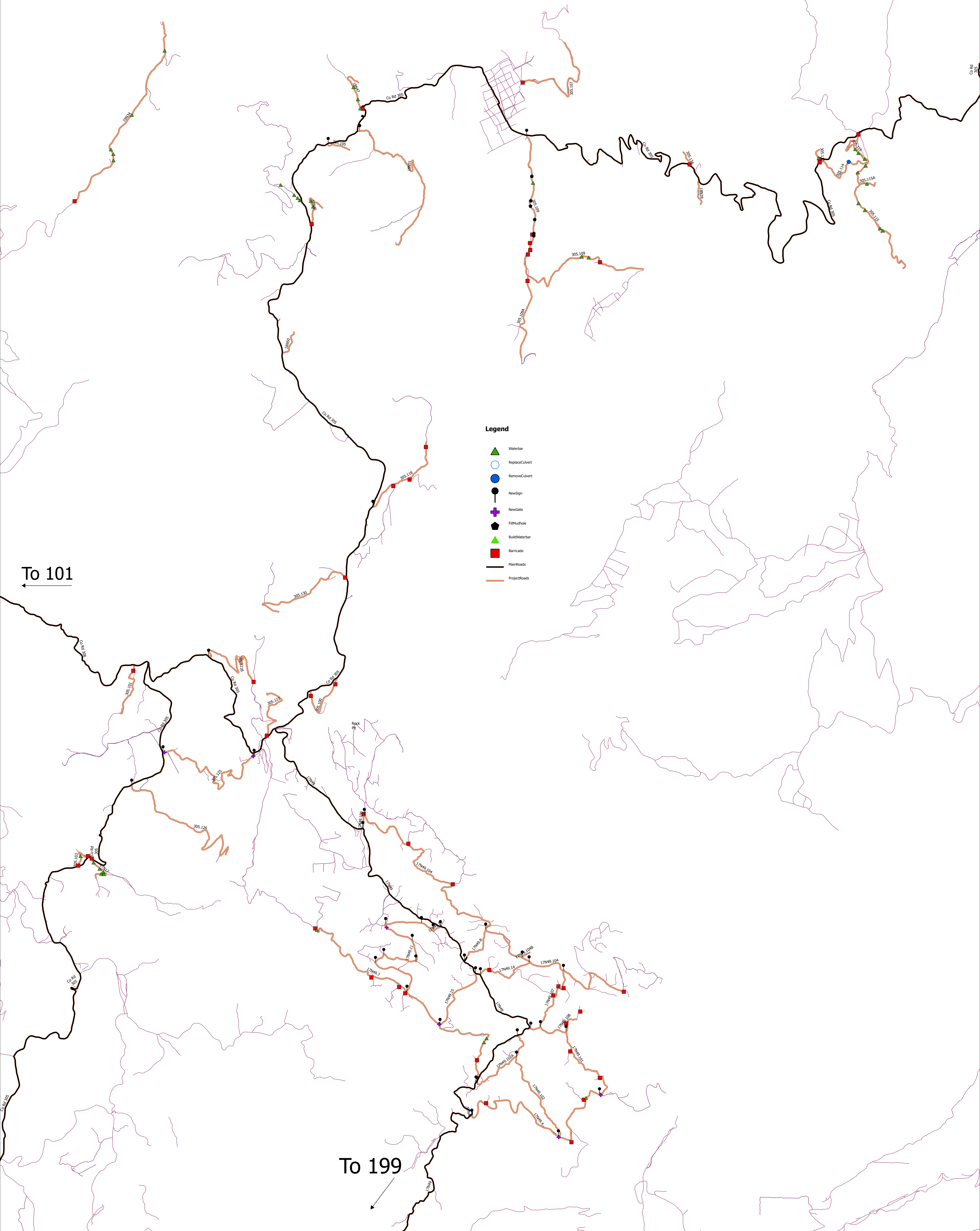
- 5.5 Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after SRA issues the <Pre-Construction Phase> Notice to Proceed;
  - 5.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
  - 5.7 Schedule with list of Project submittals that require SRA review, and list of the proposed material suppliers;
  - 5.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
  - 5.9 If requested by SRA, Contractor's cash flow projections; and
  - 5.10 Any other documents specified in the Special Conditions or Notice of Award.
6. **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.
- 6.1 **Commercial General Liability ("CGL") Insurance.** The CGL insurance policy limits set forth in subsection 4.3(A)(1) of the General Conditions are modified for this Contract to require at least \$1,000,000 per occurrence and at least \$2,000,000 general aggregate.
  - 6.2 **Pollution Liability Insurance Waived.** The pollution liability insurance policy requirement set forth in subsection 4.3(A)(4) of the General Conditions is hereby waived and does not apply to this Contract.
  - 6.3 **Builders Risk Insurance Waived.** The builder's risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.
  - 6.4 **Added Additional Insureds.** The endorsement requirements set forth in subsection 4.3(D)(1) of the General Conditions also includes the following as Additional Insured: Smith River Alliance, Inc.
7. **Funding Conditions.** Funding for this Project is subject to the NFWF Funding Conditions referenced in the Contract Recitals and available at [smithriveralliance.org/bids](http://smithriveralliance.org/bids). Notwithstanding the order of precedence set forth in Section 3.2 of the General Conditions, if and only to the extent that any provision of these Contract Documents is inconsistent or conflicts with any terms set forth in the NFWF Funding Conditions, the terms of the NFWF Funding Conditions will supersede any inconsistent or conflicting terms in the Contract Documents, including, but not limited to, the provisions in Article 13 of the General Conditions regarding Suspension and Termination.
- 7.1 **Compliance with Laws.** In addition to all other provisions in the Contract Documents requiring Contractor to comply with Laws, including, but not limited to Section 2.2(E) of the General Conditions and Section 9 of these Special Conditions, below, Contractor and its Subcontractors are also bound by the legal compliance requirements which flow down to Contractor and its Subcontractors pursuant to Sections 2.3 and 3.3 of the NFWF Funding Conditions.

**8. The Design Professional** is designated as *Adam Dresser*, an employee of the US Forest Service. The US Forest Service is the land manager and therefore is the entity responsible for the design and performance of work in compliance with Plans and Specifications. The individual designated as the Design Professional may change over the course of this Contract and SRA will give prompt Notice to Contractor of such change.

The Design Professional shall assist the SRA Project Manager, when called upon, to review and approve the Work Plan, review and approve changes to the Work Plan, review and approve Progress Schedules and to provide Project Manager advice on design and construction during the Contract's life. The Design Professional will assess project completion benchmarks.

END OF SPECIAL CONDITION

# North Fork Smith River Road and Trail Project



## **Project Information.**

The purpose of this project is to implement sections of the Smith River National Recreation Area Restoration and Motorized Travel Management Project Final Environmental Impact Statement on roads and trails within the North Fork Smith River watershed. The focus is on decommissioning and blocking access to unwanted roads and trails, maintaining or upgrading existing roads/trails or adding them to the trail system.

Project work consists of installing barriers (either boulder barriers or earth mound barriers), installing waterbars or rolling dips, filling low spots that collect water with rock, removing culverts, replacing culverts, installing gates and signs.

Unless otherwise provided, the Contractor shall furnish all labor, transportation, equipment, tools, supervision, materials and any necessary incidentals to accomplish work on the Smith River National Recreation Area of the Six Rivers National Forest.

The contractor shall carefully examine the existing conditions, shall become familiar with the nature and location of the work, the conformation of the ground slopes and terrain, the nature of the soil and subsoil conditions, nature and extent of the materials that will be encountered during the construction operations and any existing site conditions that may affect the project, prior to the beginning of work. Many of the work sites are on or along 4WD "Jeep" trails, which are steep, narrow, and extremely rocky. Some are not accessible by a standard 4WD pickup truck.

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

**Project Location and Access.** The Project is in the Smith River National Recreation Area of the Six Rivers National Forest. The roads are located within T17N, R2E; T17N, R3E; T18N, R1E; T18N, R2E; T19N, R1E and T19N, R2E, Humboldt Baseline and Meridian. Project lies within Del Norte County.

Project access is from Highway 199 between Crescent City and the Oregon border, or from County Road 305. Refer to the location map(s) for road locations.

**Operating Season.** Operating season shall be year-round except where prohibited by snow or wet weather. Between October 15<sup>th</sup> and May 15<sup>th</sup> wet weather operating restrictions shall apply and work will be tightly controlled and monitored for erosion control and preventive measures. At the discretion of the Forest Service, work may be suspended for wet weather before startup or during operations when conditions warrant.

Some roads also have limited operating periods (LOPs) due to wildlife protection measures. Limited operating periods, if any, are shown in the road logs.

## 1. USFS Supplemental Specifications

**1.1 EQUIPMENT.** All equipment shall be suitable for the purpose intended and shall meet all requirements of the Occupational Safety and Health Act. The Contracting Officer may order the removal or require the replacement of any unsatisfactory equipment.

All vehicles and machinery operating on or from the traveled way or road shoulder shall have flashing lights or rotary beacons operated continuously while work is in progress. All equipment shall be equipped with a standard slow moving vehicle emblem. Truck headlights shall be on while operated. Backup warning devices shall be required on self-propelled equipment in excess of 8,000 pounds gross vehicular weight.

Vehicles and machinery not currently used in project operations shall be parked off the traveled way at a location that minimizes interference with normal use of the road.

**1.2 EQUIPMENT CLEANING.** The contractor shall clean all vehicles and equipment before entry into the Smith River National Recreation Area unless the cleaning requirement is waived in writing by the Forest Service. Thereafter, all vehicles and equipment that leave the Smith River National Recreation Area or enter infested portions of the district must be cleaned prior to their reentry, unless waived in writing by the Forest Service. All cleaning of vehicles or equipment shall be done at sites agreed to by the Forest Service and the Contractor. The water used for washing will be from a source in a non-infested drainage. The Forest Service shall inspect all vehicles and equipment prior to entry, as appropriate and determined necessary. Infested and uninfested areas will be determined by the Forest Service. Cleaning shall include the removal of soil by steam cleaning or use of high pressure water spray.

### Order of Work/Progress Schedule

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

**1.3 CLEARING AND GRUBBING.** Access to work locations may require the removal of roadside vegetation, or modification of the roadbed itself, to accommodate safe equipment passage. Clearing and grubbing shall be limited to the minimum needed to access work locations. This work is incidental to project activities except for road 18N46. Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made except for road 18N46.

### Erosion Prevention and Sediment Control

The Contractor shall employ best management practices (BMPs) to prevent erosion and control sediment, as described in the current California Stormwater BMP handbook for construction. Upon the completion of the site grading, all disturbed surfaces shall be treated in order to prevent erosion. Erosion control measures will be installed covering all disturbed and or graded surfaces, with the exception of river or stream bed. At a minimum, the following best management practices shall be implemented:

- Erosion and sediment control BMPs shall be installed prior to the wet season (15 October through 30 April).
- All areas disturbed during grading activities shall be mulched with weed-free mulch. Mulch can be generated from local vegetation, chipped material, or certified weed-free straw (preferably barley or rice).

- Prior to mulching, disturbed areas should be roughened by track walking with a dozer.
- Mulch shall be applied at a uniform rate of approximately 4,000 lbs per acre by hand.

**1.4 SPILL PREVENTION CONTROL AND COUNTERMEASURES.** The Contractor shall prepare a spill prevention control and countermeasure (SPCC) plan in accordance with applicable state and federal regulations. The SPCC plan must be prepared in accordance with good engineering practices and employ appropriate BMPs to prevent or clean-up any grease, oil, hydraulic fluid, or fuel that drips or spills at the work site. The SPCC plan shall be approved by the Engineer or Project Proponent prior to beginning work.

#### **1.5 DESCRIPTION OF WORK ITEMS**

**Mobilization** – The site is not terribly remote, and a logical progression of work should prevent needing to travel back and forth on the same road too many times. However, the terrain is rough. Some roads will need light brushing to access. Some roads will need some earthwork to get equipment where needed. The area is mostly rock, which will be hard on tracked equipment. Include all these costs (brushing, road repair, increased maintenance cost) into mobilization. While a site visit is not mandatory, it is highly recommended.

**Barriers** – The intent of barriers is to prevent vehicle traffic (including motorcycles) from accessing the route. If large boulders are nearby, boulder barriers are preferred. The barrier should be placed in a location where existing vegetation or terrain makes it difficult to drive around it, which may be slightly different than what is shown on the road logs.

**Boulder Barriers:** Set the boulders into the ground slightly to make them harder to dislodge. If there is a side that is much flatter than the other sides, place that side against the ground to make it harder to dislodge. Place boulders no more than two feet apart and no more than two feet from the edge of the road.

**Earth Mound Barriers:** Excavate material from the roadbed and pile it up in front of the excavation to create a barrier with a ditch behind it as shown in the typical drawing. If possible, provide drainage to the ditch so it doesn't fill up with water. The barrier should extend fully across the width of the road. See design typical.

**Camo with rocks:** There is one open area where we would like to discourage people from driving. There is evidence (two-track) of people driving in the meadow. This area is not suitable for any kind of traditional barrier, because people would just drive around it. There are, however, a number of large rocks nearby. We would like to sprinkle these rocks over the old two-track to try and camouflage it and discourage future use.

**Waterbars:** Waterbars shall be constructed at an angle of 5 degrees greater than the slope of the road, or at an angle of 30 degrees from perpendicular (whichever is greater). Excavation is much more effective than fill in making a durable and effective waterbar (a ditch or a dip beats a dike). Waterbars must have an open outlet, which often involves a little shovel work once the equipment has finished. Waterbar outlets should be placed, wherever possible, in a location where flow will be dissipated by rocks, logs, or heavy vegetation. See design typical.

**Culverts** – Any stream flowing during culvert work must be dewatered prior to excavation. Old culverts that are replaced need to be disposed of off National Forest Land. New culverts shall be 14-gauge corrugated steel. Place new culverts to match the grade of the stream. This may not be the same grade as the culvert it is replacing, particularly if there had been scour at the outlet. For culverts that will not be replaced, construct a finished channel that matches the slope and width of the channel above and below, with side slopes no steeper than 2:1 (i.e., 50%). See culvert removal typical and culvert install typical.

**Mudholes** – Fill mudholes with rock and gravel. If possible, place large rock in the bottom to reduce the speed at which the rock gets pressed down into the mud. Place smaller rock on top to produce a smoother travel way.

**Install Gate** – This bid item includes buying (or constructing) the gate, digging the holes, and filling them with concrete. See design typical.

**New Route Sign** – Signs shall be vertical carsonite. A carsonite sign pounder/driver can be provided upon request. The Forest Service will attach the appropriate route numbers once the signs are installed.

**Rock Source:** There is an old rock pit a MP 0.3 on FS Road 18N46. Rock may need to be crushed before becoming usable.

Last Update August 12, 2024

<b>UAR ID #</b>	<b>MILE POST</b>
305.100	0
305.101	0
305.103	0.0
305.103	0.1
305.103	0.22
305.105	0.0
305.105	0.01
305.107	0.0
305.107	0.01
305.109	<b>0</b>
305.109	0.36
305.109	0.46
305.109	0.59
305.109	0.63
305.109	0.77
305.109	0.91
305.109	0.93
305.109	0.94
305.109	0.99
305.109	1.09
305.109	1.15
305.109	1.20
305.109	1.29
305.109	1.96
305.109	2.01
305.109	2.34
305.109A	0
305.113	0.0
305.113	0.01
305.113	0.02
305.114	0.0
305.114	0.2
305.114	0.6
305.115	0.0

305.115	0.33
305.115	0.37
305.115	0.44
305.115	0.48
305.115	0.52
305.115	0.60
305.115	0.73
305.115	0.87
305.115	0.97
305.115	1.19
305.115	1.20
305.115	1.70
305.115A	0.0
305.115A	0.05
305.115A	0.1
305.118	0.0
305.118	0.254
305.118	0.376
305.118	0.8
305.121B	0.0
305.121B	1.02
305.123	0.0
305.125	0.0
305.125	1.6
305.126	0.0
305.130	0.0
305.134	0.0
305.134	0.1
17N17	0.0
17N17	0.04
17N17	0.12
17N17	0.15
17N17	0.22
17N17	0.24
17N17	0.28
17N49.4	0.0
17N49.4	0.1
17N49.4	0.83

17N49.4	0.3
17N49.4	1.28
17N49.4	1.3
17N49.4	1.41
17N49.4	1.9
17N49.4	2.1
17N49.7	0.0
17N49.7	0.24
17N49.7	0.30
17N49.7	0.38
17N49.7	0.51
17N49.7	1.06
17N49.7	1.34
17N49.7	1.43
17N49.7	1.51
17N49.7	1.60
17N49.7	2.21
17N49.7	2.29
17N49.7	2.69
17N49.8	0.0
17N49.8	0.41
17N49.100	0
17N49.100	0.12
17N49.101	0
17N49.101	0.16
17N49.101	0.40
17N49.101	0.547
17N49.101	0.93
17N49.101	1.17
17N49.102	0.0
17N49.102	0.87
17N49.102A	0.00
17N49.102A	0.00
17N49.102A	0.49
17N49.102A	0.71
17N49.104	0.0
17N49.104	0.59
17N49.104	1.33
17N49.104	2.32
17N49.104	2.69
17N49.104	3.09

17N49.104	3.82
17N49.104B	0.0
17N49.107	0.0
17N49.107	0.219
17N49.107	0.318
17N49.107	0.64
17N49.108	0.0
17N49.108	0.13
17N49.108	0.19
17N49.108	0.31
17N49.11	0.0
17N49.11	0.08
17N49.11	0.23
17N49.11	0.2
17N49.11	0.21
17N49.11	0.86
17N49.11	1.01
17N49.11	1.09
17N49.11	1.20
17N49.11	1.48
17N49.11M	0
17N49.14	0.0
17N49.14	0.12
17N49.14	0.14
17N49.14	0.35
17N49.14	0.54
17N40.15	0
17N40.15	
18N28	0
18N28	0.11
18N28	0.20
18N46	
18N46	
18N46	0.31
18N50	0
18N50	0.13
18N51	0

19N34	0.0
19N34	0.0
19N34	0.5
19N34	0.55
19N34	0.6
19N34	0.65
19N34	1
19N34	1.6
19N34	1.7
19N34	1.75

## DETAILED WORK DESCRIPTION

Install Earth Mound Barrier on both ends.

Install Earth Mound Barrier

Install Earth Mound Barrier at intersection with CR 305

Install Waterbar

Install Earth Mound Barrier at intersection with CR 305

INT w/ 305

Install New Route Sign

INT w/ un-named route

Install Earth Mound Barrier

Install New Route Sign

Fill mudhole. 30 Cu. Yds.

Install Waterbar

Fill mudhole. 20 Cu. Yds.

Fill mudhole. 40 Cu. Yds.

Fill mudhole. 20 Cu. Yds.

Fill mudhole. 30 Cu. Yds.

Install barrier on JM170 (to the right/south)

Fill mudhole. 20 Cu. Yds.

Install barrier on other end of JM170

Install barrier on JM170

Install barrier on other end of JM170

Camouflage road on left (north) with rocks

Intersection with 305.109A

Install Waterbar

Install Waterbar

Install barrier, leave spot to turn around.

Install barrier to block road as close to intersection as practical.

Intersection with 305

Install Earth Mound Barrier

Install Waterbar. Water is coming from county road.

Intersection with 305.115

Remove Type 1 Culvert. Try to save the two trees at the outlet.

Intersection with 305. Install Earth Mound Barrier. Very nasty road between culvert and 305.

Intersection with 305. Install Earth Mound Barrier.

Install Waterbar  
Install Waterbar  
Install Waterbar  
Intersection with 305.114  
Install Waterbar  
Install Waterbar  
Intersection with 305.115A  
Install Waterbar  
Install Waterbar  
Install Waterbar  
Install Waterbar  
Road ends as mapped.

Intersection with 305.115  
Install Waterbar  
Road ends at small landing.

INT w/ 305. Install POC Gate and New Route Sign  
Install 20' Barrier will also close UAR 305.128  
Install Barrier on spur road. Use barrier to divert water like a waterbar.  
Install Earth Mound Barrier

INT w/ CR 305. Install New Route Sign.  
Install Barrier to block access before Copper Creek.

INT w/ CR305. Install Barrier.

INT w/ CR 305 (west end). Install New Route Sign. Install POC Gate.  
INT w/ CR 305 (east end). Install New Route Sign. Install POC Gate.

INT w/ CR 305. Install New Route Sign.

INT w/ CR305. Install Barrier.

Intersection with 305  
Install Earth Mound Barrier

INT w/ CR305. Install Barrier.  
Install Waterbar  
Install Waterbar  
Install Waterbar  
Install Waterbar  
Install Waterbar  
Remove 18" CMP and shape channel. Small fill <200 yards.

INT w/ 17N49. Install New Route Sign.

**Remove Barrier**

Armor outlet of low water crossing

Install Earth Mound Barrier  
Intersection with 17N49.102  
Install POC Gate just east of 102  
Install Earth Mound Barrier to block dozer line going downhill.  
Install Waterbar  
Install Gate to close 17N49.4A

INT w/ 17N49. Install New Route Sign  
Install Earth Mound Barrier to close access to old mining area.  
Install Waterbar  
Install Waterbar  
Replace existing 12" culvert with TYPE 1 24" X 30' CMP  
Install POC Gate just past 17N49.15  
Install barrier to block road to the south  
Install barrier to block road to the south  
Replace existing 18" culvert with TYPE 1 30" X 30' CMP  
Install barrier to block road to the south  
Replace existing culvert with TYPE 1 36" X 30' CMP  
Install Waterbar  
Install Earth Mound Barrier, Trail Work Ends

Intersection with 17N49. Install New Route Sign  
Intersection with 17N49.104. Install New Route Sign

Install New Route Sign  
INT w/ 17N49.104. Install barrier to block 17N49.100

INT w/ 17N49. Install New Route Sign.  
INT w/ 17N49.107  
INT w/ 17N49.108  
Install Earth Mound Barrier to block road on right (south/west)  
Install Earth Mound Barrier to block road on right (south/west)  
Work ends at INT w/ 17N49.4. Install New Route Sign

INT w/ 17N49. Install New Route Sign.  
Work ends at INT w/ 17N49.102A. Install New Route Sign

INT w/ 17N49. Install New Route Sign.  
Install 8 signs (Stay on Designated Routes)  
Intersection with 17N49.102.  
INT w/ 17N49. Install New Route Sign.

INT w/ 17N49.100. Install New Route Sign.  
Install Barrier to block spur to left Northeast) (17N49.106)  
Install Barrier to close spur to left (east) (17N49.105A)  
INT w/ 17N49.8 on right  
INT w/ 17N49.14 on right  
INT w/ 17N49.107 on right

Install Earth Mound Barrier - Trail Ends

INT w/ 17N49.104. Install New Route Sign.

INT w/ 17N49.104. Install New Route Sign.

Install Barrier, block road to right (north)

Install Barrier, block road to right (west)

INT w/ 17N49.101. Install New Route Sign

INT w/ 17N49.101. Install New Route Sign.

Install Barrier

Install Barrier

Trail Ends

INT w/17N49 (across from TR84). Install new route sign.

INT (main road goes to the right/north) Install new route sign.

INT with road to right which is nearly blocked right by 17N49). Install new route sign.

INT with JM41 (Blocked near 17N49). Install new route sign.

Install POC Gate just past switchback

INT w/ spur to left. Road to right (JM42) will be new route. Install new route sign.

INT w/ spur on left. Road to right (JM53) will be new route. Install new route sign.

INT w/spur to right. New route to left. Install new route sign.

INT w/spur to right. Route goes left onto JM55. Install new route sign.

INT with 17N49.7 Install new route sign.

Install Earth Mound Barrier

INT w/ 17N49. Install New Route Sign.

Install Barrier, block road to left (north)

Install Barrier, block road to left (north)

Install Barrier, block road to right, (northeast)

Trail Ends at INT w/ 17N49.104 Install new route sign.

INT w/ 17N49. Install New Route Sign.

INT w/ 17N49.7, Install New Route Sign.

Intersection with 305/19N01 at Major Moore's (North Fork Smith)

Replace 18-inch by 30-foot culvert with 24-inch by 30-foot culvert  
end of road.

Road will need heavy brushing if used as a rock source.

Limited Operating Period. No work may occur from February 1 to July 9.

Rock Source

Intersection with CR 305

Clean 18-inch culvert

Intersection with CR 305, Install New Sign

Old Gate. Not Functional. Probably not worth saving. Not clear if it's on NFS property.

Remove gate. Construct barrier.

Intersection with C spur.

Install Waterbar

Install Waterbar

Install Waterbar

Install Waterbar

Intersection with A spur. Total jungle.

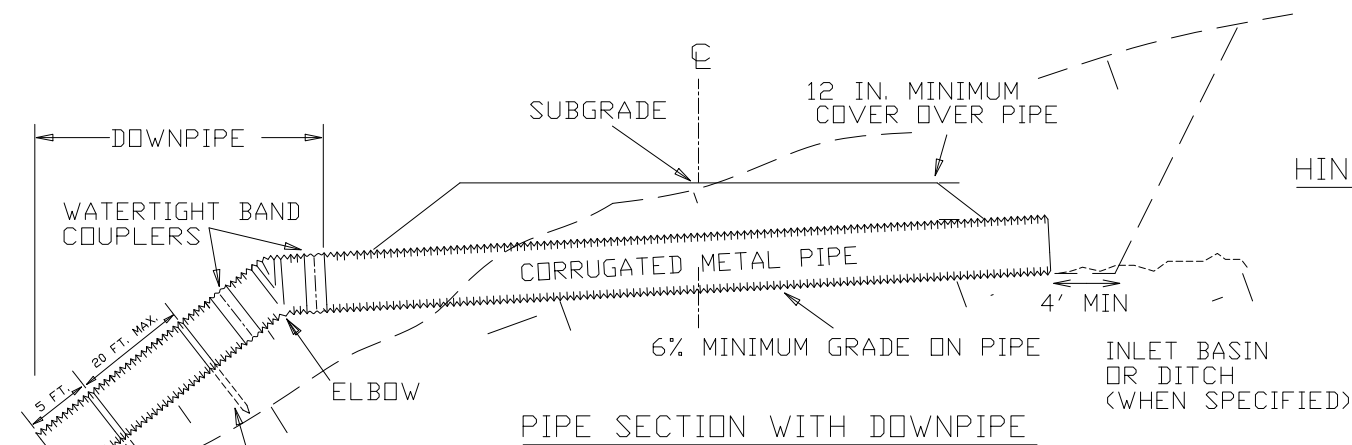
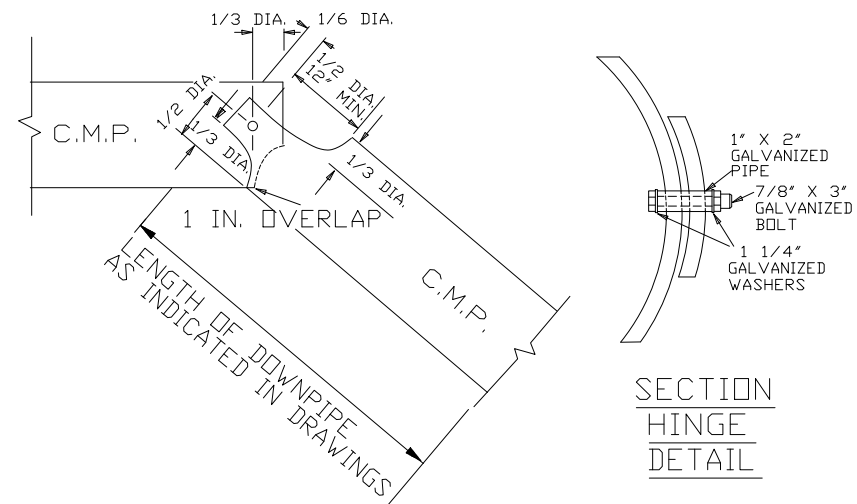
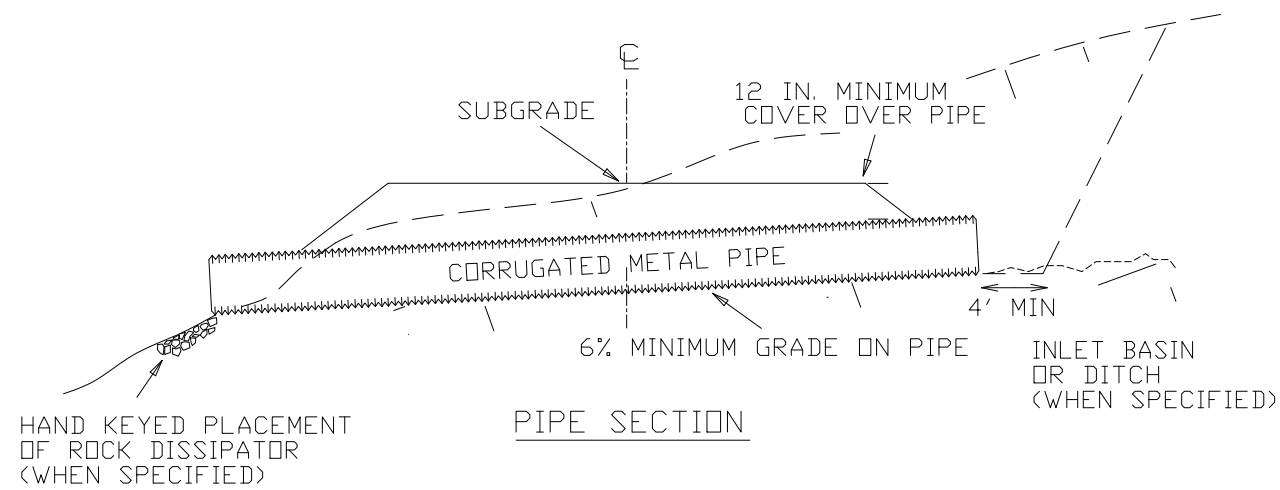
Install Waterbar

Nice Gate. FS lock and combination lock. Not sure is SRF or Rouge Siskiyou.

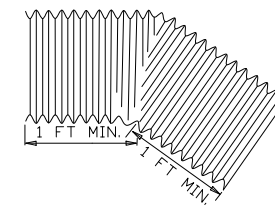
Never could find any sign of the B spur.

# CULVERT INSTALLATION DETAIL

DRAWINGS ARE NOT TO SCALE



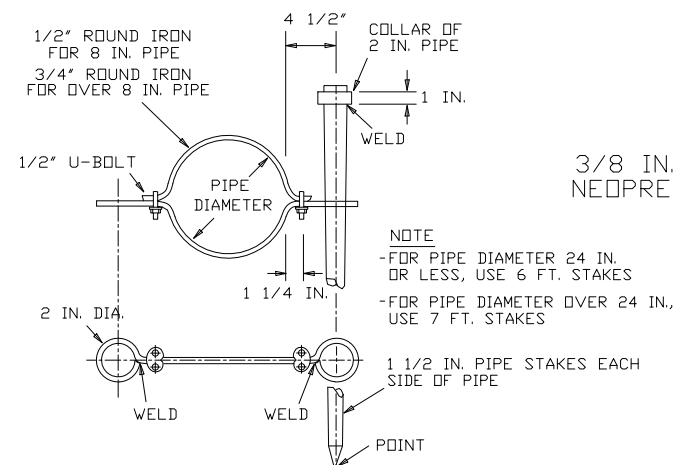
HINGED DOWNPIPE CONNECTOR  
SIDE VIEW



TYPICAL ELBOW DETAIL

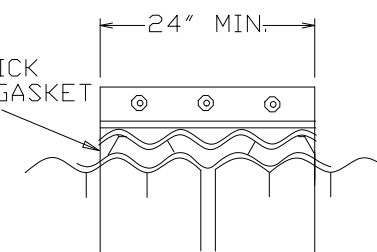
## GENERAL NOTES

- SUFFICIENT CAMBER SHALL BE PUT INTO PIPE TO ALLOW FOR SETTLEMENT.
- COAT ALL UNGALVANIZED SURFACES DUE TO FACTORY OR FIELD CUTTING WITH MATERIALS SPECIFIED IN AASHTO M36.
- AN ANCHOR ASSEMBLY SHALL CONSIST OF TWO PIPE STAKES AND NECESSARY HARDWARE. A MINIMUM OF TWO ANCHOR ASSEMBLIES WILL BE INSTALLED ON A DOWNDRAIN.
- ALL PIPE STAKES AND HARDWARE SHALL BE GALVANIZED AFTER FABRICATION.
- THE ANCHOR STAKES SHALL BE DRIVEN DOWN TO WHERE THE COLLAR IS FIRM AGAINST THE EYE OF THE IRON RING. IF THE ENGINEER DECIDES THE STAKE HAS REACHED A POINT OF REFUSAL BEFORE IT HAS REACHED THE PROPER DEPTH, THE STAKE SHALL BE CUT OFF A MAXIMUM OF 4' ABOVE THE EYE AND THE TOP OF THE STAKE FLATTENED SO IT WILL NOT PASS THRU THE EYE.
- WHEN STEEL ANCHOR ASSEMBLIES ARE USED ON AN ALUMINUM DOWNDRAIN, A NEOPRENE GASKET IS REQUIRED TO INSULATE THE PIPE FROM THE ANCHOR.
- ALL ELBOWS, TEES AND REDUCERS SHALL HAVE A 12" MINIMUM STRAIGHT PIPE SECTION TO ACCOMMODATE BAND COUPLERS UNLESS ARMC0 STEEL HUGGER JOINTS ARE USED.
- ALL BAND COUPLERS ON DOWNPIPES SHALL BE 24" WIDE UNLESS ARMC0 STEEL HUGGER JOINTS ARE USED. BOTH SYSTEMS SHALL BE WATERTIGHT.
- THE USE OF COUPLING BANDS WITH "DIMPLE PROJECTIONS" IS STRICTLY PROHIBITED ON ANY C.M.P. OR DOWNPIPE INSTALLATIONS.

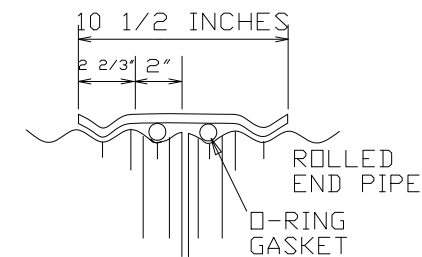


ANCHOR ASSEMBLY

3/8 IN. THICK NEOPRENE GASKET



STANDARD METAL COUPLING BAND WITH NEOPRENE GASKET



HUGGER TYPE JOINT WITH O-RING GASKET

WATERTIGHT COUPLING BANDS



U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
SIX RIVERS NATIONAL FOREST  
EUREKA, CALIFORNIA

GASQUET CULVERT REPLACEMENT

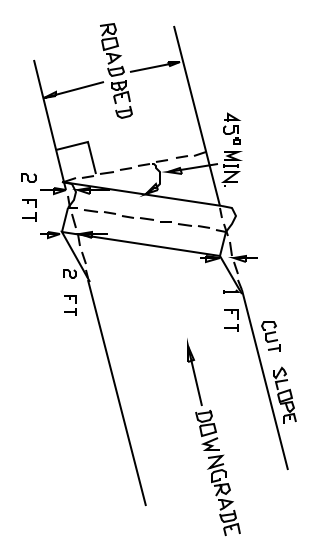
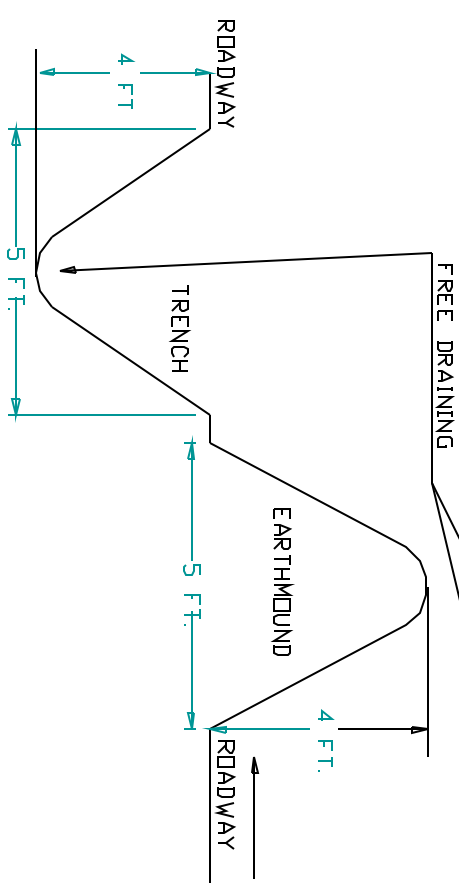
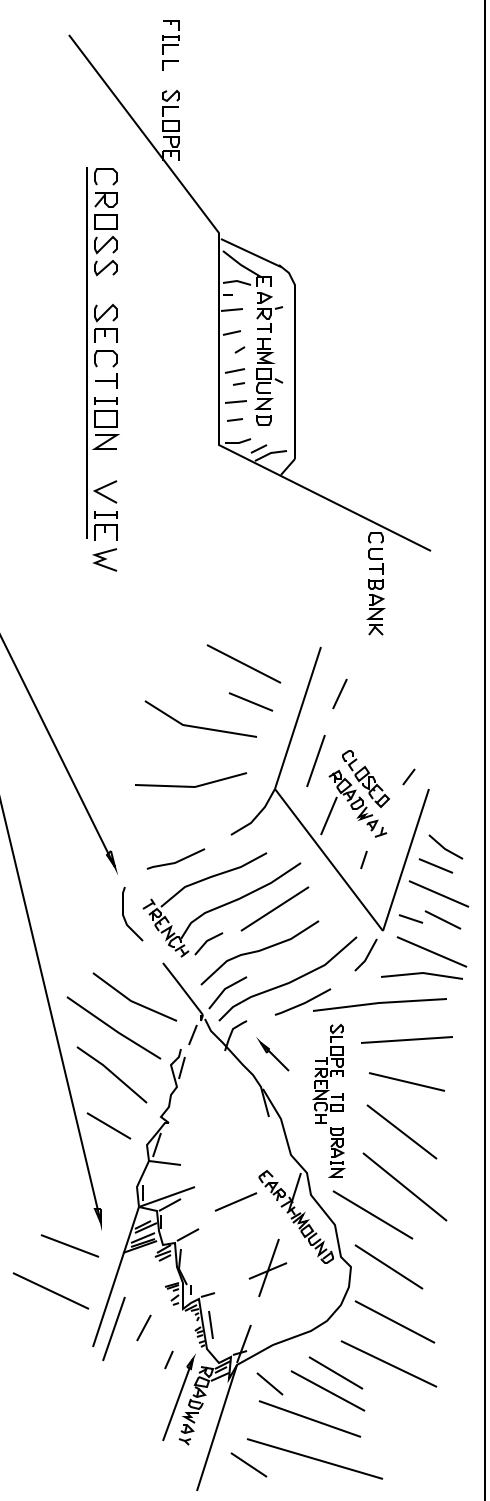
CULVERT INSTALLATION DETAIL

DESIGNED: P. MEINGAST DATE: 02/20  
DRAWN: P. MEINGAST DATE: 02/20  
CHECKED: V. DURLAO DATE: 02/20

DATE	REVISION	BY

DRAWING NAME

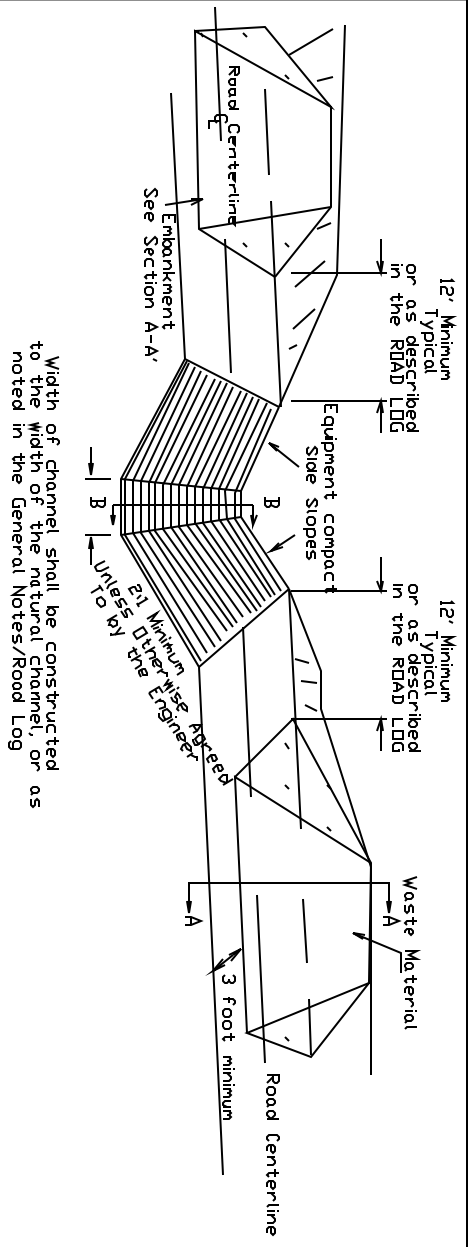
SHEET 1



PROFILE VIEW

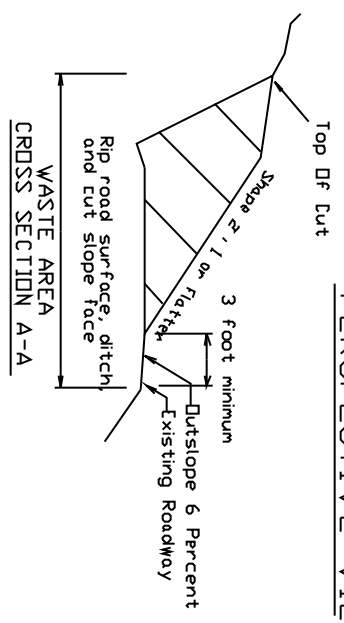
WATERBAR-EARTHMOUND TYPICAL

DATE: 7/01



Width of channel shall be constructed to the width of the natural channel, or as noted in the General Notes/Road Log

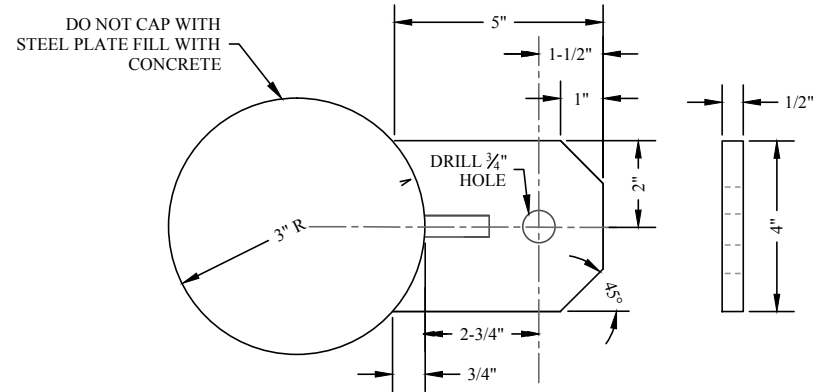
PERSPECTIVE VIEW



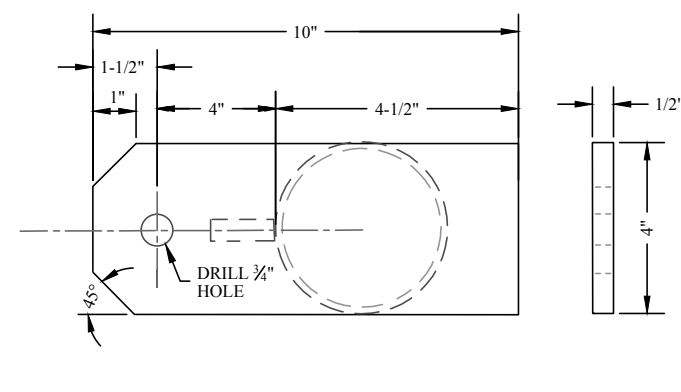
- 8. Construct waterbar upgrade of waste area when road grade exceeds 6 percent.

DRAWINGS ARE NOT TO SCALE

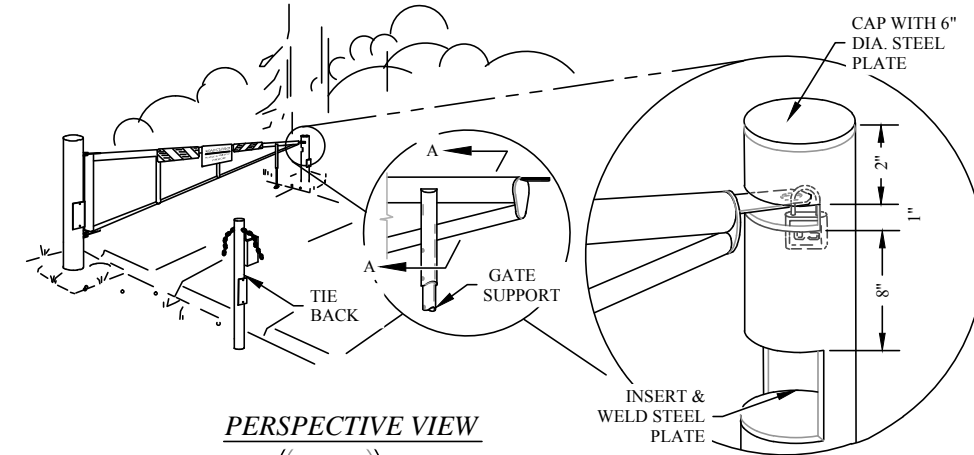
CULVERT REMOVAL AND  
TYPICAL CHANNEL CONSTRUCTION  
DATE: 7/18/01



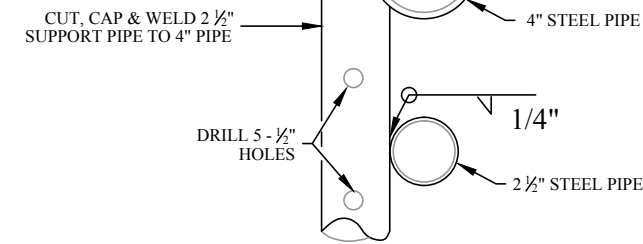
6" STEEL POST GATE HINGE PLATE (4 EA.)  
DETAIL "A"



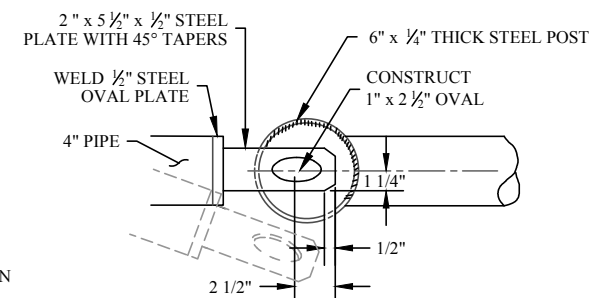
4" STEEL PIPE TOP/BOTTOM GATE HINGE PLATE (2 EA.)  
DETAIL "B"



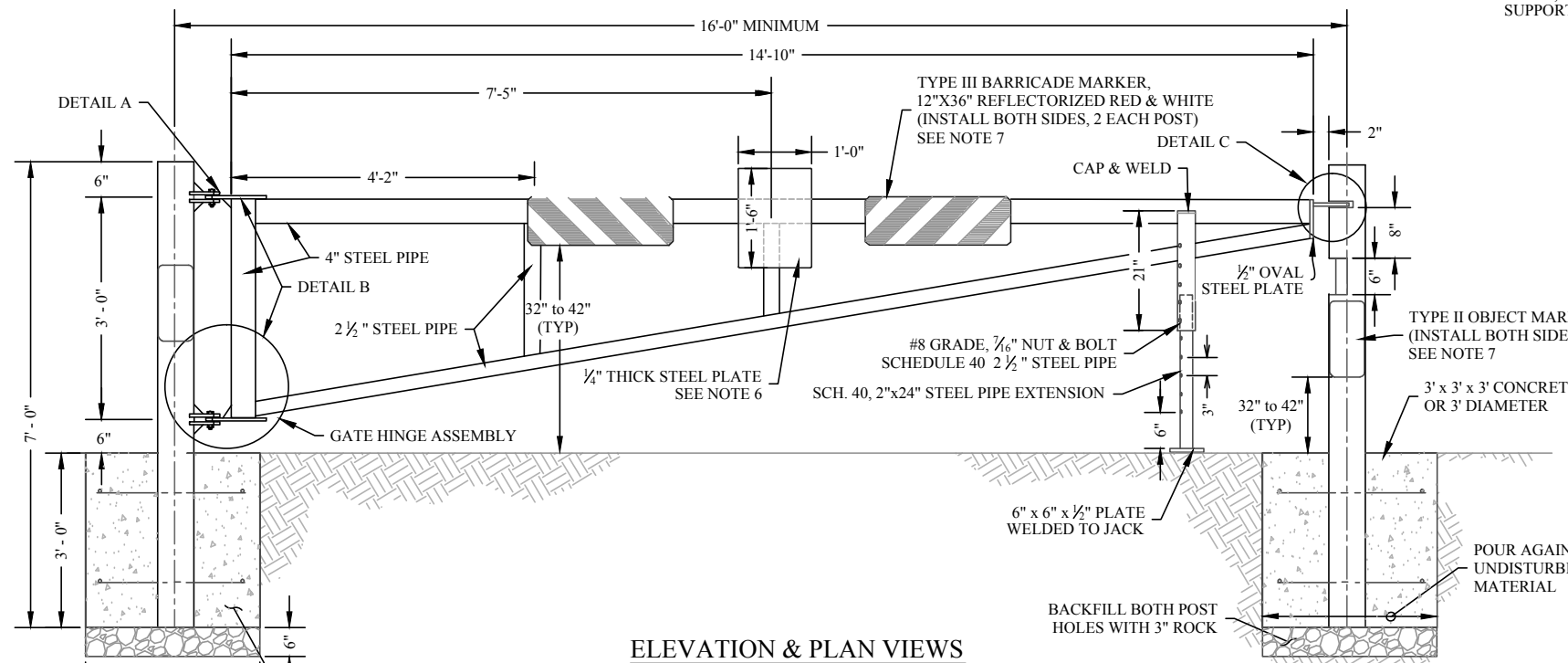
PERSPECTIVE VIEW



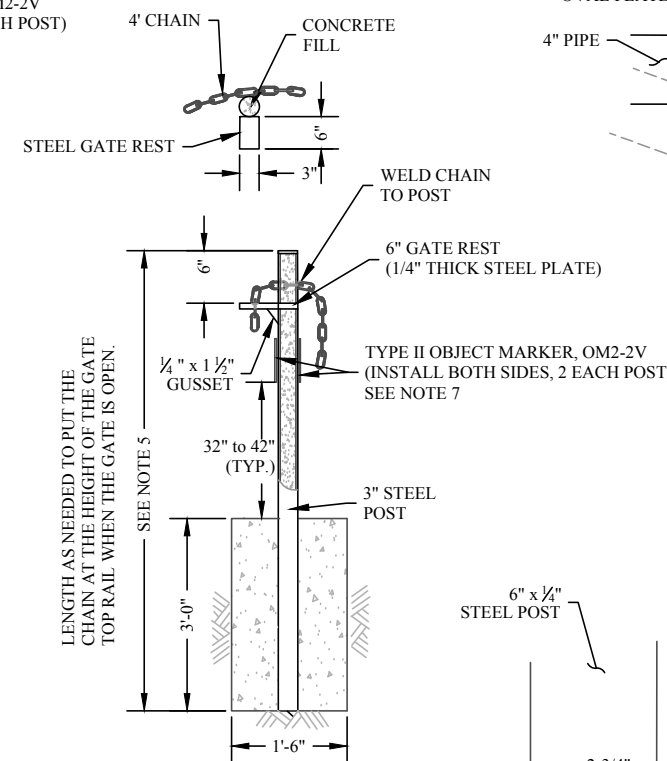
SECTION A - A



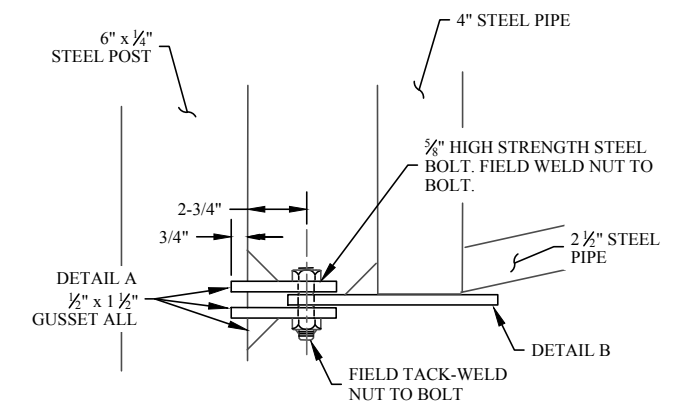
DETAIL "C"



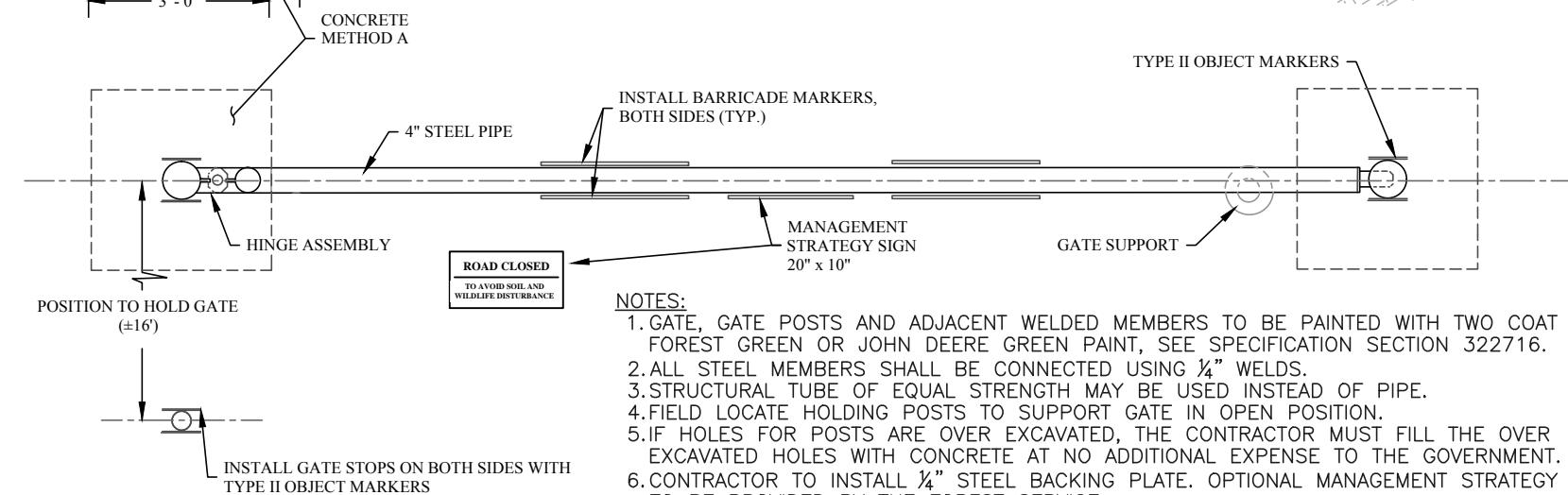
ELEVATION & PLAN VIEWS



GATE TIE BACK



GATE HINGE ASSEMBLY



NOTES:

1. GATE, GATE POSTS AND ADJACENT WELDED MEMBERS TO BE PAINTED WITH TWO COAT OF FOREST GREEN OR JOHN DEERE GREEN PAINT, SEE SPECIFICATION SECTION 322716.
2. ALL STEEL MEMBERS SHALL BE CONNECTED USING 1/4" WELDS.
3. STRUCTURAL TUBE OF EQUAL STRENGTH MAY BE USED INSTEAD OF PIPE.
4. FIELD LOCATE HOLDING POSTS TO SUPPORT GATE IN OPEN POSITION.
5. IF HOLES FOR POSTS ARE OVER EXCAVATED, THE CONTRACTOR MUST FILL THE OVER EXCAVATED HOLES WITH CONCRETE AT NO ADDITIONAL EXPENSE TO THE GOVERNMENT.
6. CONTRACTOR TO INSTALL 1/4" STEEL BACKING PLATE. OPTIONAL MANAGEMENT STRATEGY SIGN, TO BE PROVIDED BY THE FOREST SERVICE.
7. THE CONTRACTOR SHALL FURNISH AND INSTALL OBJECT MARKERS. THESE SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS AND MARKERS SHALL BE BOLTED TO 1/4" STEEL BACKING PLATES.

SINGLE LANE GATE WITH SUPPORT  
N.T.S.



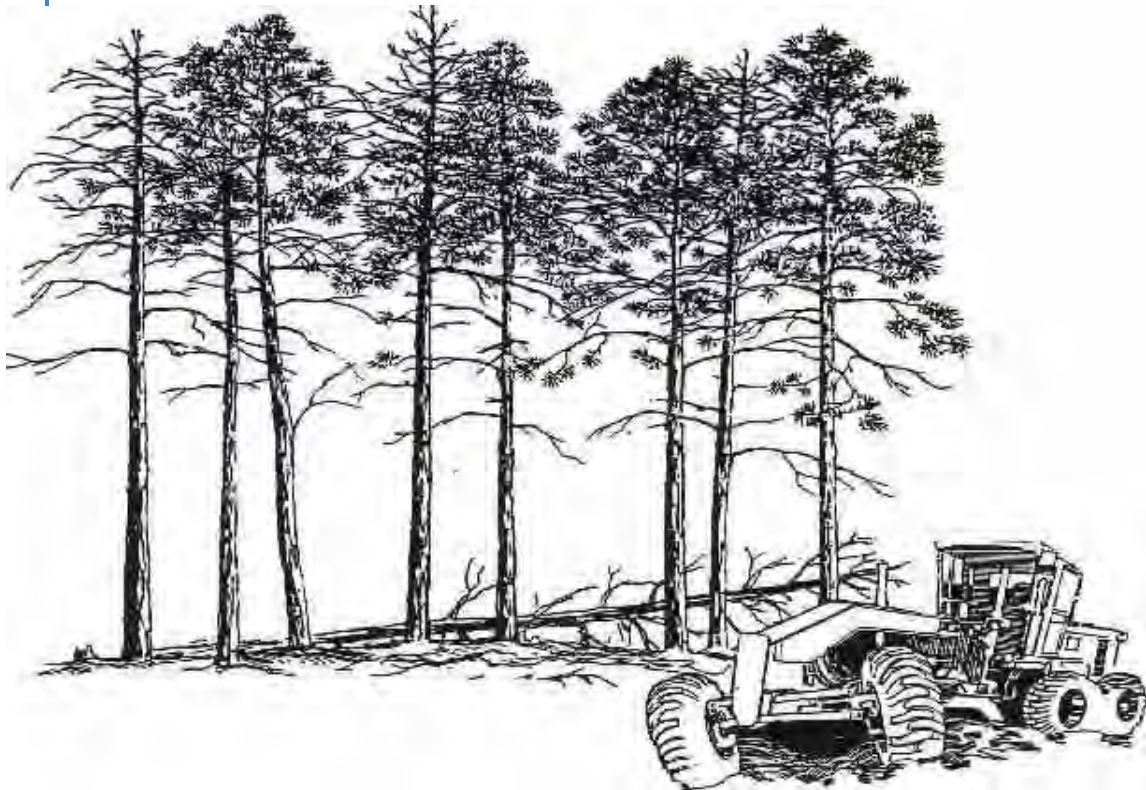
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DESIGN	BY:	
DRAWING	CHECK:	
APPROVED:	FOR DIRECTOR, ENGINEERING	



USDA Forest Service Pacific Southwest Region

# Specifications for Maintenance of Roads

Service Contracts



R5 Regional Office – USFS

10/2016



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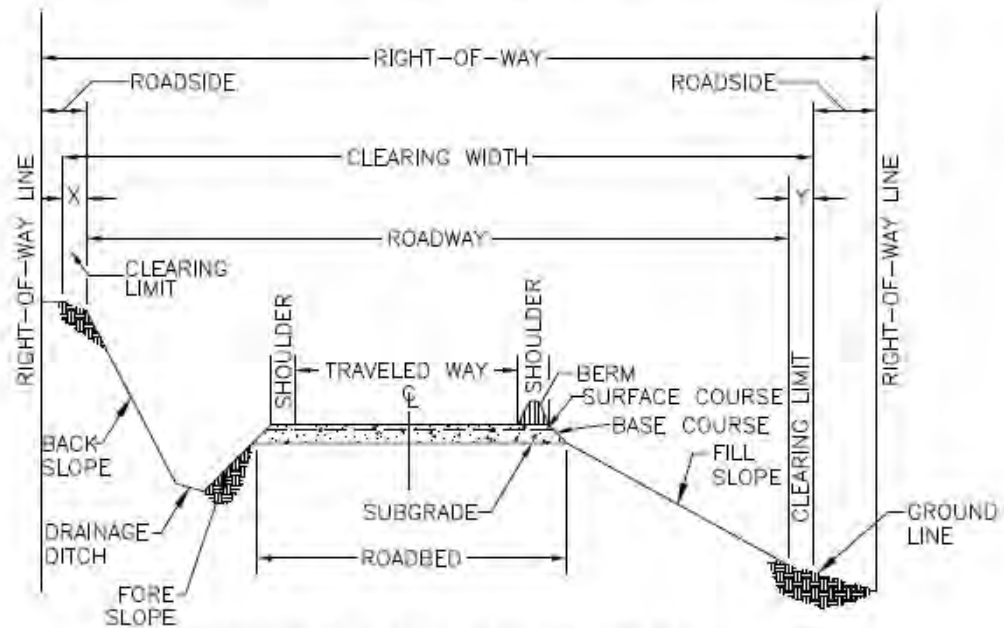
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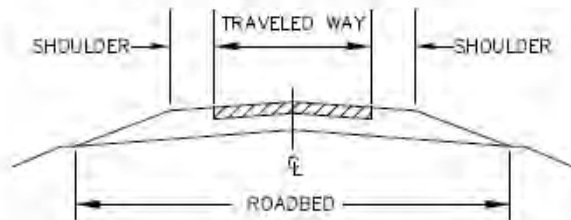
# **TYPICALS**

# ROAD STRUCTURE DETAILS

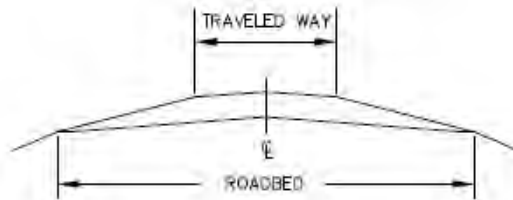


## DEFINITIONS BY SURFACING TYPE

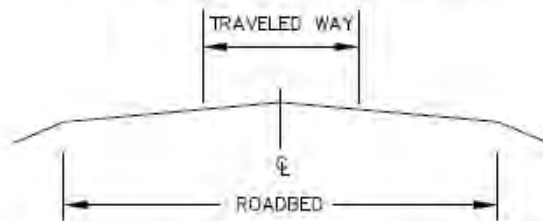
### AGGREGATE SURFACING SECTION



### ASPHALT PAVED SURFACE SECTION



### NATIVE MATERIAL SURFACING SECTION



U.S.D.A. FOREST SERVICE R-5

NOT TO SCALE

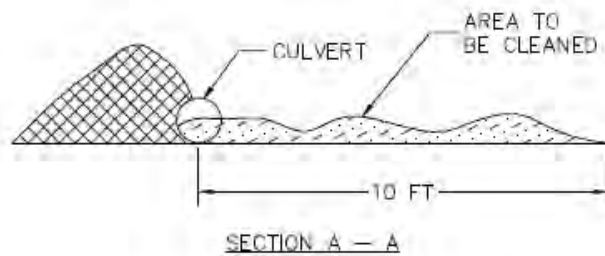
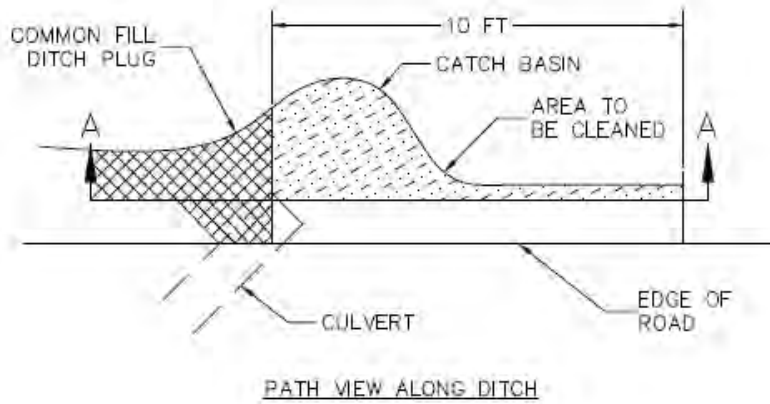
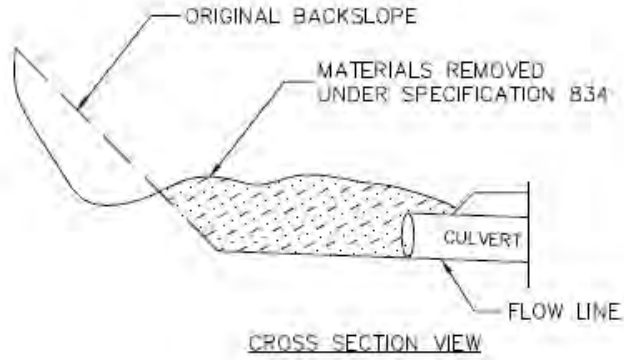
MMR:

ILLUSTRATION OF ROAD MAINTENANCE TERMS

DWG NO:

801-1

## TYPICAL SECTION OF CATCH BASINS AND TRANSITIONAL AREAS

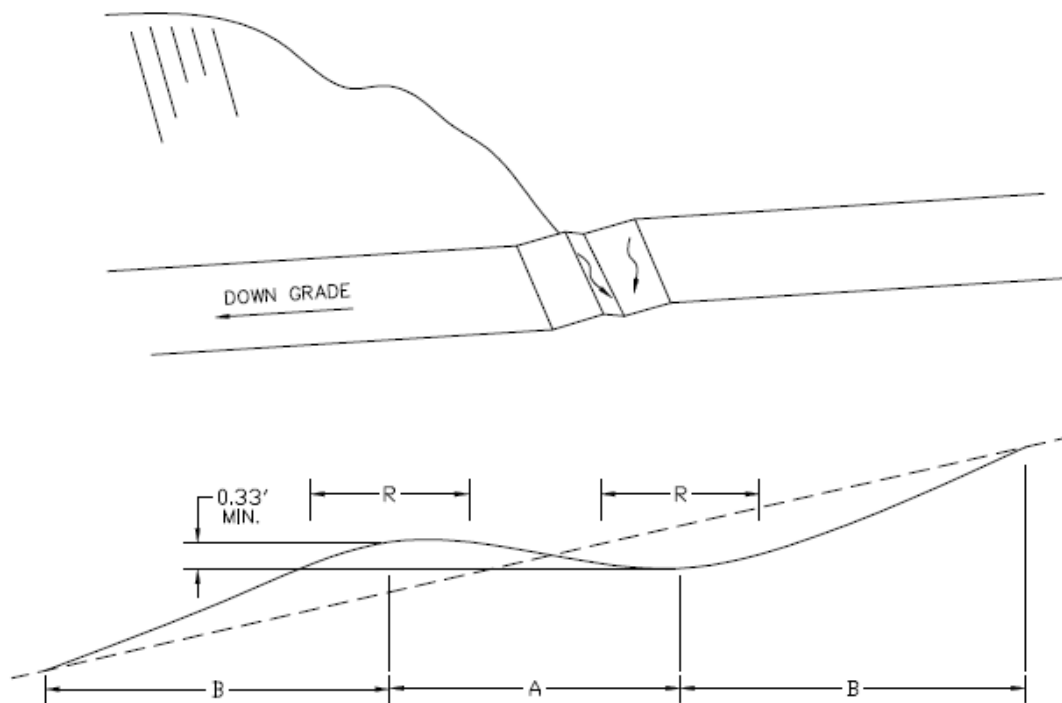


U.S.D.A. FOREST SERVICE R-5

NOT TO SCALE

TYPE: DITCH RELIEF CULVERT AND CATCH BASIN  
MAINTENANCE

DWG NO: 834-1



DRAIN DIP TYPICAL SECTION

GRADE				LOWBOY				GRADE				LOG TRUCK				GRADE				4X4 (FIRE ENGINE)									
%		LENGTH		TAPER		ROUNDING		%		LENGTH		TAPER		ROUNDING		%		LENGTH		TAPER		ROUNDING							
		A (FT)		B (FT)		%		R (FT)				A (FT)		B (FT)		%		R (FT)				A (FT)		B (FT)		%		R (FT)	
0-5		30		30		7		30		0-5		20		25		10		20		0-5		10		15		19		10	
6-9		30		50		7		30		6-9		20		40		10		20		6-9		10		20		19		10	
10-12		30		60		7		30		10-12		20		50		10		20		10-12		10		10		19		10	
CHORD LENGTH FOR ROUNDING				15				CHORD LENGTH FOR ROUNDING				15				CHORD LENGTH FOR ROUNDING				5									

NOTES:

1. MINIMUM CROSS SLOPE OF DRAINLINE: 2% MIN AND 4% MAX.
2. SKEW OF DRAINLINE SHALL BE 0-25 DEGREES.
3. WHEN RIPRAP IS SPECIFIED AT OUTLET, IT SHALL BE SHAPED TO ASSURE WATER GOES ONTO RIPRAP, NOT AROUND. INSTRUMENT SHALL BE USED TO DETERMINE LOW POINT.
4. RIPRAP TOP ELEVATION SHALL BE AT TOP OF FINISHED OUTLET GRADE, NOT SUBGRADE.
5. TAPER LENGTHS SHALL BE WITHIN 10% OF LISTED LENGTHS.



U.S.D.A. FOREST SERVICE R-5

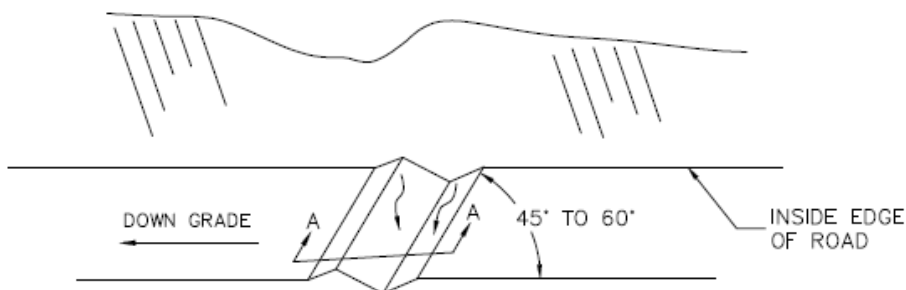
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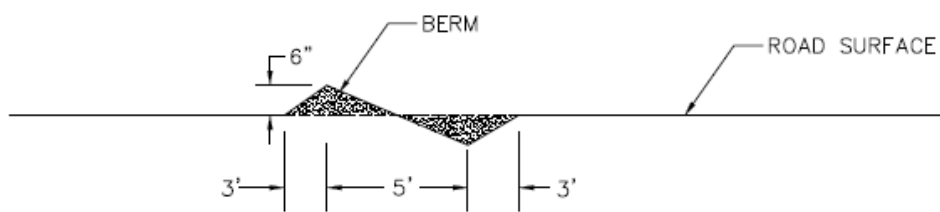
DRAINAGE DIP

DWG NO:

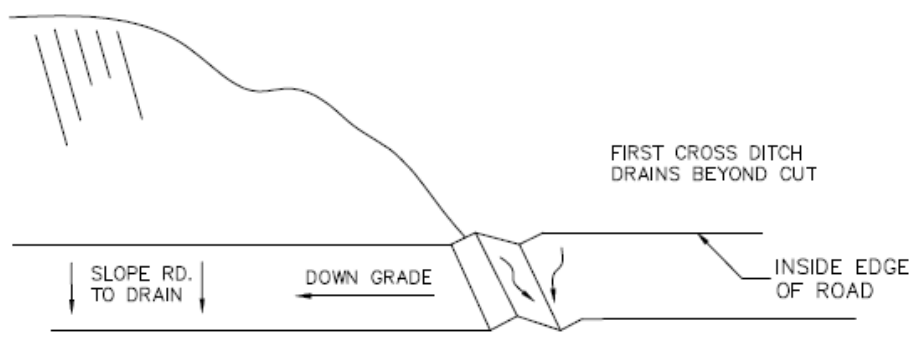
837-1



TYPICAL CROSS SECTION



SECTION A-A



INSLOPE OR OUTSLOPE IN THROUGH CUT



U.S.D.A. FOREST SERVICE R-5

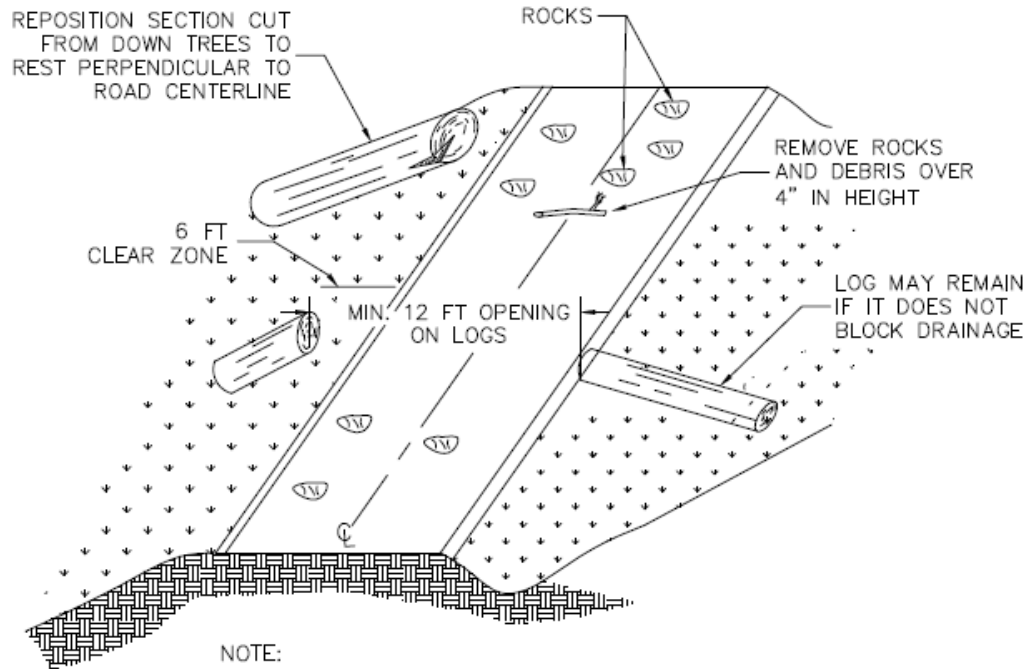
NOT TO SCALE

TITLE:

CROSS DITCH

DWG NO:

838-1



NOTE:  
 OPEN ROAD AT LEAST THE WIDTH OF THE CLEAR ZONE.



U.S.D.A. FOREST SERVICE R-5

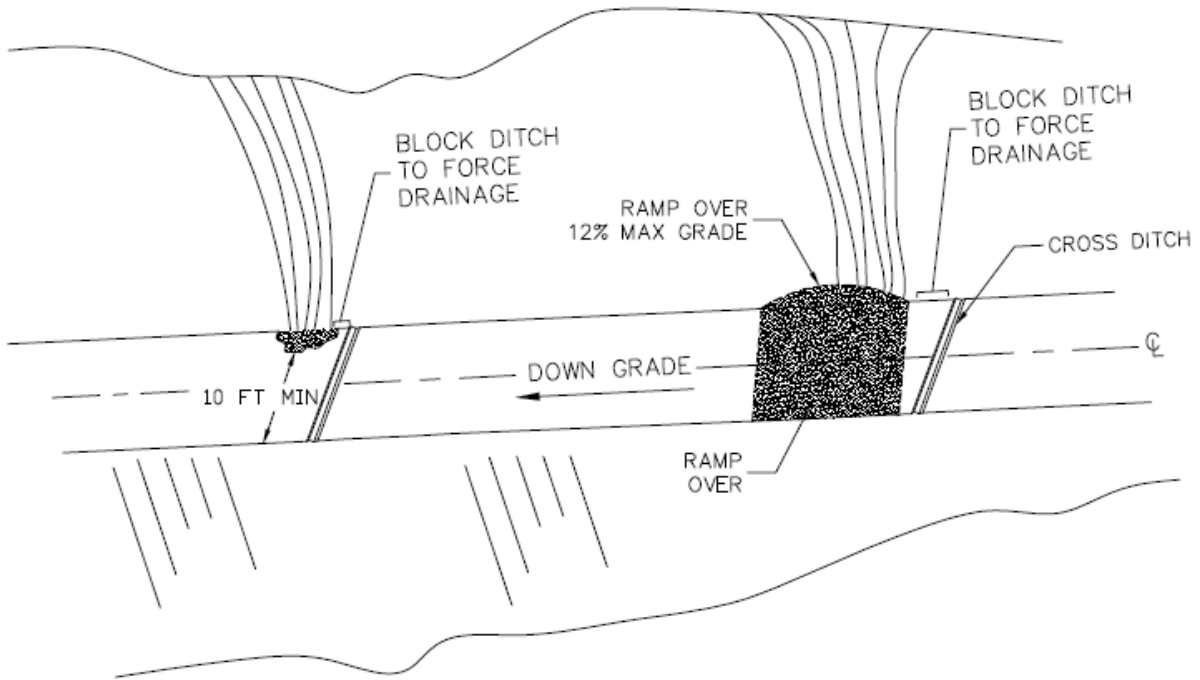
NOT TO SCALE

TITLE:

HAZARD REMOVAL

DWG NO.:

838-3



NOTES:

OPEN ROAD BY HAULING MATERIALS OFF ROAD OR BY MOVING SLIDE MATERIAL TO A MINIMUM OF 10 FT OPENING AND SLOPES NOT STEEPER THAN 1:1

CROSS DITCH SHALL BE INSTALLED IMMEDIATELY UPGRADE OF ROADBED WHERE SLOUGH AND SLIDES ARE LEFT IN PLACE.

RAMPS SHALL NOT HAVE AN OUT SLOPE EXCEEDING 6%



U.S.D.A. FOREST SERVICE R-5

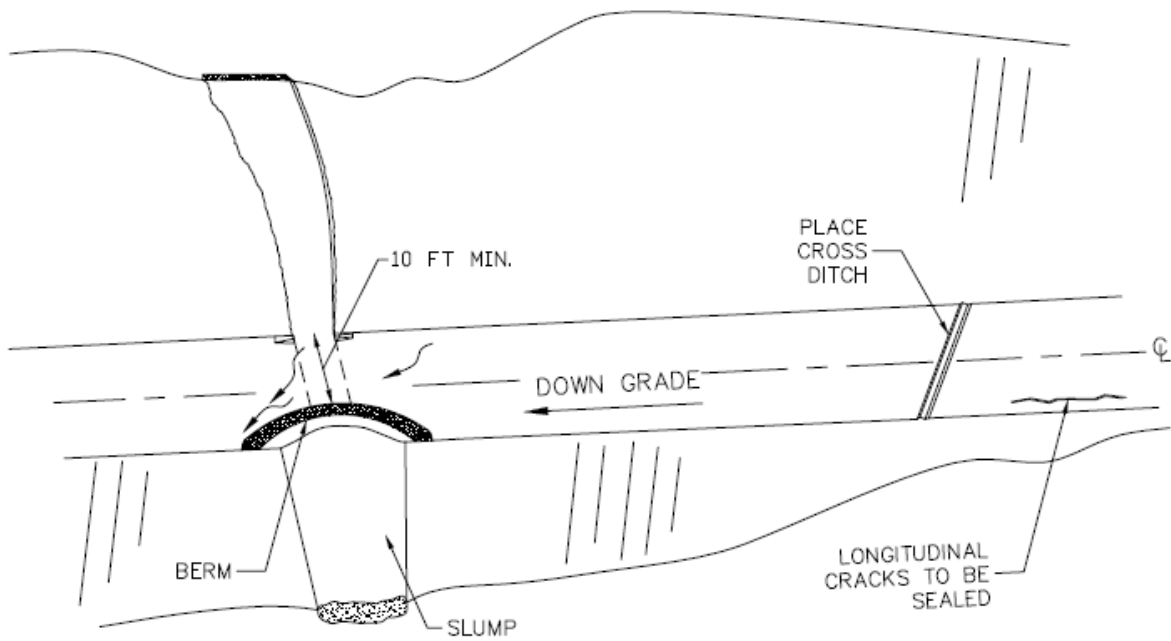
NOT TO SCALE

TITLE:

TREATMENT OF SLIDES AND SLOUGH

DWG NO.:

838-4



NOTES:

THE ROADBED IMMEDIATELY UPGRADE OF SLUMPS SHALL BE CROSS DITCHED. THE CROSS DITCH SHALL BE LOCATED SO THAT THE OUTLET WILL ALLOW RUNOFF TO SPILL OFF ONTO THE FILL SLOPE WITHOUT CAUSING ADDITIONAL DAMAGE OR EROSION.

PLACE BERMS OF AT LEAST 6 INCH IN HEIGHT TO DIVERT DRAINAGE AROUND SLIDE



U.S.D.A. FOREST SERVICE R-5

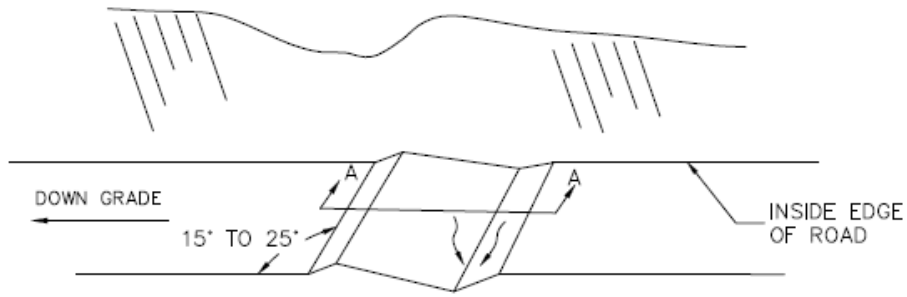
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TITLE:

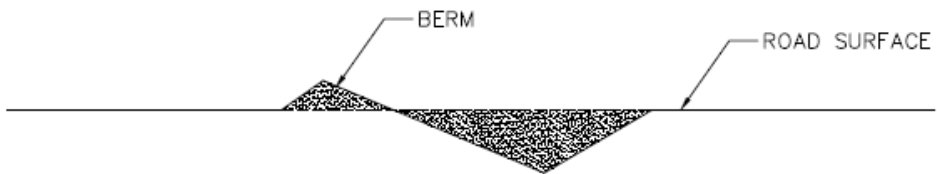
TREATMENT OF SLUMPS AND ROADBED CRACKS

DWG NO:

838-5



TYPICAL CROSS SECTION



SECTION A-A

NOTES:

1. WATER BAR SHALL BE COMPACTED PER SPECIFICATION 811 METHOD B
2. 4% OUTSLOPE SHALL BE MAINTAINED THE LENGTH OF THE STRUCTURE
3. WATERBAR SHALL CATCH DRAINAGE FROM ROADWAY, INCLUDING DITCHES.
4. ASSOCIATED DITCHES SHALL BE CONSTRUCTED WHERE SPECIFIED

	U.S.D.A. FOREST SERVICE R-5	NOT TO SCALE
	<small>TITLE:</small> WATERBAR	<small>DWG NO.:</small> 835-1

## **CONTRACT INFORMATION**

## DEFINITIONS

Wherever in these specifications, or in other contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1. **Agreed or Approved** - Official agreement or approval by use of a written document issued by the Government. Agreements also require signature of Contractor's Representative and are dated.
2. **Base Course** - The layer or layers of specified or selected material of designed thickness placed on a subbase or a subgrade to support a surface course. (See Drawing 801-1, Illustration of Road Maintenance Terms)
3. **Berm** - A curb or dike which controls roadway runoff water, or delineates traffic direction. Berms are commonly placed parallel to road centerline; however, on Limited Use Roads (Section 838) may be placed diagonally across the roadbed. (See Drawing 801-1, Illustration of Road Maintenance Terms)
4. **Channel** - A natural waterway leading into or away from a culvert or bridge.
5. **Contract Amendment** - A bilateral written supplemental agreement between the Government and the Contractor, documenting a modification outside the scope of the contract and establishing an equitable adjustment therefor.
6. **Contractor** - The individual, partnership, joint venture, or corporation undertaking the execution of the work under the terms of the contract.
7. **Culvert** - Any structure, not classified as a bridge that provides an opening under the roadway.
8. **Cross Ditch** - A shallow ditch placed across the roadbed to remove water from the roadbed surface which can be driven across by full-size pickups or other high clearance vehicles; usually placed diagonal to the centerline. (See Section Drawing 838-1, Cross Ditching of Limited use Roads)
9. **Lead-off Ditch** - A ditch used to remove water from roadside drainage ditches, the roadway, cattleguards, or drainage structures such as culverts and drainage dips.
10. **Ditch** - A relatively long narrow excavation placed to collect or disperse water, located parallel to and abutting the roadbed. (See Drawing 801-1, Illustration of Road Maintenance Terms)
11. **Drainage Structure** - A term identifying man-made devices placed to control water movements.
12. **Drawings** - Illustrations showing detailed maintenance required.
13. **Equipment** - All machinery, operating supplies and tools necessary for the proper performance and acceptable completion of the work.
14. **Excess Material** - Material from the roadway excess to that needed for maintenance of roadway.

- 15. Fore Slope** - The slope of the ditch section nearest to the traveled way. (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 16. Government** - The Contracting Officer or the duly authorized Contracting Officer's Representative (COR) with authority to sign orders.
- 17. Grade** - The vertical alignment of the top surface of the road.
- 18. Inspector** - The Government's authorized representative designated in writing, assigned to make detailed inspections of contract performance, but not to sign orders to the Contractor.
- 19. Materials** - Any substances specified for use in the performance of the work.
- 20. Measurement** – The process of identifying the dimensions, quantity, or capacity of an item.
- 21. Nominal Dimensions or Weights** - The numerical values shown on the drawings or in the specifications as measurements for the work.
- 22. Order** - A written order by the Government directing fulfillment of work requirements under the terms of the contract.
- 23. Original Contract Quantities** - Those estimated quantities shown in the Schedule of Items as awarded.
- 24. Patching** - Minor repairs to the roadway surface.
- 25. Paved Surface or Pavement** - Denotes asphalt, concrete, or other stabilized materials excluding natural aggregates. Dust palliative treatments are not considered as pavement.
- 26. Reasonably Close Conformity** - Means compliance with customary maintenance tolerances where working tolerances are not specified.
- 27. Right-of-Way** - A general term denoting land, property, or interest therein acquired for or devoted to a road. (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 28. Roadbed** - The portion of a road between the intersection of the subgrade and side slopes, excluding that portion of the ditch below the subgrade. (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 29. Road Listing** - A preliminary listing of road locations and any established work priorities.
- 30. Roadside** – All area within the right-of-way excluding the traveled way and shoulders (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 31. Schedule of Items** - Schedule containing a listing and description of maintenance items, quantities, units of measure, unit price, and amount.
- 32. Shoulder** - As used in this contract, the term is restricted to roads having a paved surfacing. The portion of the roadway contiguous to the traveled way for the accommodation of stopped vehicles, for emergency use, and for lateral support of the pavement structure (See Drawing 801-1, Illustration of Road Maintenance Terms)

- 33. Slough or Slide** - Material deposited on the roadway which may need to be repositioned or removed.
- 34. Slump** - A localized portion of the roadbed which has slipped or otherwise become lower than that of the adjacent roadbed and constitutes a hazard to traffic.
- 35. Special Project Specifications** - Specifications which detail conditions and requirements to a particular individual project.
- 36. Standard Specifications** - Specifications for specific divisions of work.
- 37. Subgrade** - Top surface of roadbed upon which subbase, base course, or surface course was constructed. (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 38. Traveled Way** - The portion of the roadway for the movement of vehicles. For purpose of this contract, traveled way includes turnouts and curve widening. (See Drawing 801-1, Illustration of Road Maintenance Terms)
- 39. Turnouts** - A short auxiliary lane on a one-lane road provided for passage of meeting vehicles.
- 40. Unit of Measure** - The unit and fractions of units shown in the Schedule of Items.
- 41. Unsuitable Material** - Material removed during maintenance which must be disposed of in designated locations. Includes material with substantial amounts of vegetation or other objectionable material.
- 42. Waterbar** - A deeper type cross ditch which is not intended for passage of standard passenger vehicles. This structure intercepts runoff from both the road surface and ditch adjacent to the roadbed.
- 43. Work Schedule** - The Contractor's current schedule for work progression.

## **ABBREVIATIONS**

Whenever in these specifications, or in other contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

(Reference to a specific standard or specification shall mean the latest addition or amendment thereto in effect on date of Invitation for Bids.)

1. AASHTO - American Association of State Highway and Transportation Officials.
2. CS - Commercial Standard Issued by U.S. Department of Commerce.
3. EPA - Environmental Protection Agency.
4. FAR - Federal Acquisition Regulation System.
5. FED SPEC - Federal Specifications.
6. FSS - Federal Specifications and Standards.
7. MSHA - Mine Safety Health Administration.
8. MUTCD - Manual of Uniform Traffic Control Devices.
9. NBS - National Bureau of Standards.
10. OSHA - Occupational Safety and Health Act.
11. PS - Product Standard issued by the U.S. Department of Commerce.
12. UL - Underwriter's Laboratories, Inc.
13. ASTM – American Society for Testing and Materials

## **QUANTITY MEASUREMENT TERMS**

Measurement under the contract shall be according to the United States standard measure.

The methods of measurement and computation will be those necessary to accurately determine the quantities of materials furnished and work performed. Measurement will be made of each item or unit of work, as shown in the Schedule of Items, completed and accepted in accordance with the contract provisions, specifications, and drawing.

1. All items which are measured by the linear foot, will be measured parallel to its longitudinal centerline, unless otherwise shown on the drawings.
2. A station when used as a definition of term or measurement will be 100 linear feet
3. Miles will, in the absence of known distances from existing plans or surveys, be determined by the Government using a calibrated survey odometer or equal substitute operated on the traveled way at or parallel to road centerline. Single lane mile measurement will mean the product of the road length in miles times the equivalent number of continuous traveled way lanes on the road. On two (2) lane roads, the lane miles will be twice the length of the road segment maintained. On one (1) lane roads, the added length of turnouts will be determined by using a factor that includes the cumulative length of the turnouts. Unless a different factor is established in Special Project Specifications or listed for each affected one (1) lane road in the Road Listing, forty percent (40%) of the road will be considered as having turnouts; this yields a factor of one point four (1.4) times the length in miles of the road segment maintained. This adjustment applies only to work performed under Section 811.
4. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. Trucks used to haul material measured by truck weight shall be weighed empty at least once daily, and each truck shall bear a plainly legible identification mark. Weigh tickets furnished by the Contractor from certified scales will be used to determine weight measurements.
5. Materials measured by the cubic yard in the hauling vehicle shall be measured therein at the point of delivery. Vehicles may be of any size or type, provided that the box is of such shape that the actual volume may be readily and accurately determined.
6. Measurement by the acre will use the length and width treated. Measurement of width will approximate significant slope breaks, but will not include minor deviations along the slopes. The measured slope distance for width will be multiplied by the length treated and converted to a standard 43,560 square foot acreage value of the surface area treated.
7. Volume of bituminous products will be measured at 60° F, using ASTM D-1250 for asphalts except the quantity of emulsified asphalt will be determined by measuring the emulsified asphalt at a temperature of 60° F, or by converting the gallonage measured at another temperature to gallonage at 60° F by means of the following formula:

$$\text{Gallons. at } 60^{\circ} \text{ F} = \frac{\text{Gallons at } A^{\circ} \text{ F}}{1 + 0.00025 (A^{\circ} \text{ F} - 60^{\circ} \text{ F})}$$

In which A° F is the temperature of the material at the time the gallonage is measured.

8. The term "lump sum" when used in the Schedule of Items will mean the complete unit as required by or described in the contract.

# **SPECIFICATIONS**

## **803 SNOW REMOVAL (10/16)**

### **1. DESCRIPTION**

This Section provides for removal of snow from roads to facilitate logging or construction operations and safe use.

### **2. MAINTENANCE REQUIREMENTS**

- a. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.
- b. Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- c. Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- d. Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- e. Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.

- f. Snow removal for public access:

Remove snow from all of the traveled way (including turnouts) for safe and efficient use for public use. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.

- g. When directed by the Contracting Officer, replace in kind within sixty (60) days after the start of the Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Contractor in writing as to the cubic yard equivalent of bladed off material by the start of the Normal Operating Season.

### **3. EQUIPMENT**

Contractor may use any type of equipment to remove snow, providing:

- a. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- b. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contracting Officer.

**4. ICE CONTROL**

Ice control may be performed by Contractor when approved by the Contracting Officer in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

**5. MEASUREMENT**

Measurement for snow removal will be single-lane mile measured along the centerline of the roadway measured to the nearest one-tenth (0.1) miles including turnouts.

**6. PAYMENT**

- a. The accepted quantities will be paid for at the contract unit prices shown in the Schedule of Items
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
803 (1)	Snow Removal	Single-Lane Mile

## **805 MOBILIZATION / EQUIPMENT MOVING (10/16)**

### **1. DESCRIPTION**

This Section consists of one or more mobilizations of personnel, equipment, supplies, and incidentals to the project site, or sites listed in the Schedule of Items.

### **2. REQUIREMENT**

- a. Make equipment available for inspection before it is used on National Forest System lands.
- b. Moving is complete, when the contractor has moved from the present work site to the ordered work site and returned to the previous location.
- c. Equipment will be clean and weed free before it arrives on National Forest System lands.

### **3. LOCATION OF WORK**

As specified on roads listed on the Road Listing, Shown on the Plans, or as ordered by the Contracting Officer.

### **4. MEASUREMENT**

Measurement under this Section will be made by the total number of units for each item listed in the Schedule of Items completed and accepted.

Mile: work activity will be measured along the shortest feasible route to the nearest one (1) mile, from the starting location of the move, to the ordered work site.

### **5. PAYMENT**

- a. The accepted quantities will be paid at the contract price per unit of measurement for the Section 805 pay items listed in the schedule of items. Mobilization is complete when all equipment, personnel, and materials are moved to the project site and work has been started. Payment will be full compensation for the work prescribed in this Section. Mobilization is incidental unless ordered for a specific project at a specific time.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
805 (1)	Mobilization	Mile

## **807 EQUIPMENT RENTAL (10/16)**

### **1. DESCRIPTION**

This Section establishes the basis for the Government to equipment with operators to accomplish road maintenance work.

### **2. PERFORMANCE STANDARD**

Make equipment available for inspection and approval before use.

### **3. LOCATION OF WORK**

As specified on roads listed on the task orders, shown on the plans, or as ordered by the Contracting Officer.

### **4. ACCEPTABLE QUALITY LEVELS**

- a. Equipment shall be weed free before used on National Forest System Lands, see contract section H Control of Noxious Weeds-Cleaning of Equipment.
- b. Equipment shall be well maintained, free of leaks, capable of operating at least 90% of the time, and meet all state and federal regulations.
- c. Equipment under this Section, shall be provided fully operated by the Contractor and includes subcontractor equipment performing work under the contract. The equipment shall be operated by a fully trained, qualified, and competent operator at all times.

### **5. HOURS OF OPERATION**

Hours of operation shall be the same as for the Contractor's regular work shift, unless otherwise directed in writing by the Government.

### **6. MEASUREMENTS**

- a. The accepted quantities will be paid at the established hourly rate, rounded to the nearest half (1/2) hour, that the equipment is in operation.
- b. Non-operable equipment or equipment dependent on another piece of non-operable equipment will not be paid for.
- c. Hours of operation shall be the same as for the Service Provider's regular work shift, unless otherwise directed in writing by the Contracting Officer.
- d. Moving of equipment will be paid at the established hourly rate. Pay item for Mobilization may be used if additional transport is shown in the task order.

## 7. PAYMENT

- a. The quantities measured and accepted will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
807 (1)	Excavator with Operator, in one or more of the following classes:	
	121-160 FWHP	Hour
	161-200 FWHP	Hour
	201-280 FWHP	Hour
807 (2)	Backhoe with Operator	Hour
807 (3)	Grader with Operator	Hour
807 (4)	Crawler Tractor (Dozer) with Operator, in one or more of the following classes:	
	80-120 FWHP	Hour
	121-180 FWHP	Hour
	181-269 FWHP	Hour
807 (5)	Dump Truck with Operator	Hour
807 (6)	Brush Cutter with Operator	Hour
807 (7)	Roller with Operator	Hour
807 (8)	Trailer	Hour
807 (9)	Laborer	Hour

## **808 - WORK AREA MANAGEMENT (10/16)**

### **1. DESCRIPTION**

This Section establishes Contractor responsibilities for traffic control and equipment requirements in work areas.

### **2. REQUIREMENTS**

- a. Traffic Conditions - Roads other than those listed for work under Section 835 shall be open to traffic with not more than fifteen (15) minutes maximum delay time unless otherwise provided in Special Project Specifications.
- b. Work which interferes with use of traveled roadways shall not be initiated or performed until a plan for satisfactory handling of traffic has been approved by the Government.

### **3. TRAFFIC CONTROL DEVICES**

- a. The Contractor shall provide signs and other devices complying with National Standards as contained in Part VI of the Manual of Uniform Traffic Control Devices (MUTCD). Traffic control for occupied work areas shall be in accordance with these specifications. All signs and devices remain the property of the Contractor.
- b. Traffic devices shall be kept current with maintenance operation and removed upon its completion.
- c. Traffic approaching the work area from either direction and side accesses having standard Government rectangular -or trapezoidal- shaped route markers with horizontal numbering shall be warned by signing.
- d. Required signs may be mounted on portable or temporary mountings. Standard MUTCD shapes, colors, sizes, and legends shall be used.
- e. Hazards incidental to the work within or on the traveled way, shoulders, or turnouts shall be marked with hazard identification markers, illuminated beacons, and other MUTCD devices to safely guide road users through the area. Work segments not completed on a daily basis shall be marked appropriately for night travel. Contractor shall obtain authorization before commencing work at night.
- f. Advisory speed plates may be used to control traffic through the work area.
- g. Flaggers - Properly equipped flag person(s) shall be provided where the traffic is required to stop before proceeding. Traffic shall be stopped in locations which provide width enough for passage of traffic and reasonable protection for vehicles. When flag control is used, advance warning signs are required.

#### **4. CONTRACTOR'S EQUIPMENT**

- a. All vehicles and machinery operating on or from the traveled way or road shoulder shall have flashing lights, strobes, or rotary beacons operated continuously while work is in progress. Truck headlights shall be on while operating. Back-up horns shall be required on all self-propelled equipment in excess of 10,000 lbs. gross weight.
- b. Vehicles and machinery not currently used in the maintenance operation shall be parked off the traveled way at approved locations to minimize interference with normal use.

#### **5. MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made for meeting requirements of this Section. All work and materials shall be incidental to paid work in this contract.

## **811 BLADING (10/16)**

### **1. DESCRIPTION**

This work consists of

- a. Surface blading native or aggregate roadbed to a condition to facilitate traffic and provide proper drainage.
- b. Smooth blading to remove loose surfacing materials from the wheel paths and store the removed materials in a recoverable windrow.

Blading includes shaping the crown or slope of traveled way, berms, and drainage dips in accordance with this specification. Compaction is required when ordered by the Contracting Officer.

### **2. MAINTENANCE REQUIREMENTS**

- a. Timing

Surface blading shall be performed during the contract period as ordered by the Government.

- b. General

- 1) The existing traveled way and shoulders, including turnouts unless otherwise ordered, shall be bladed and shaped to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface unless otherwise shown in the Road Listing, to at least one half inch (1/2") per foot of width, but not more than three quarter inch (3/4") per foot of width. Surfacing materials shall be thoroughly loosened to no less than 2 inch depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected by the Contractor but will be considered incidental to blading. Scarification shall not go deep enough to cause contamination of the surfacing.
- 2) When Section 891 is included in the Road Listing, the Contractor shall apply water during blading when sufficient moisture is not present to prevent segregation. Water supply, hauling, and application shall be in accordance with Section 891 and shall be incidental to blading unless Pay Items for Section 891 are included in the Schedule of Items.
- 3) Existing native, rock or aggregate surfaced drainage dips shall be shaped incidental to blading to divert surface runoff to existing outlet devices, ditches and discharge locations.
- 4) The Contractor shall establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock

shall protrude more than two (2) inches above the adjacent surface unless otherwise provided in the contract. Material not meeting this dimension shall be removed and placed outside the roadbed so as not to obstruct drainage ways or structures. This material may be scattered off the roadbed if there is free drainage.

- 5) Watering will not be required for smooth blading. Smooth blading shall be accomplished without distorting the existing cross-slope or crown of the traveled way. Loose surfacing materials shall be moved and stored on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, the material shall be stored on either or both sides as elected. Stored materials shall be windrowed and shall be placed to provide not less than eleven (11) feet of smoothed traveled way on one-lane segments or twenty (20) feet of smoothed traveled way on two-lane or sections with turnouts. Windrows which may collect water on the road shall have holes cut through for drainage at least every 500 feet.

c. Routine Blading

- 1) Upon completion of blading, the surfaces shall conform to the dimensions shown in the Special Project Specifications 811-3.
- 2) Roadbed width in excess of the dimensions shown shall be shaped only as needed to provide drainage away from the traveled way. Established grasses and other vegetation shall not be removed from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

d. Compaction

Roads requiring compaction will be included in the Road Listing. Unless otherwise specified, all traveled ways requiring compaction shall be compacted by breaking track while operating equipment on the traveled way.

e. Intrusions

Where the minimum width shown in the Special Project Specifications is not available, the Contractor will construct berms where ordered and marked on the ground. Material to provide berms will come from sources designated in the Special Project Specifications.

f. Undercutting

Roadway back slope shall not be undercut.

g. Intersections

- 1) At intersections, the roadbeds of side roads which are not closed or restricted from vehicular use shall be bladed to assure smooth transitions.
- 2) Field evidence of closure or restrictions shall be considered to be signing, cross ditching in the road surface (traveled way), earth berms or other devices placed

to discourage or eliminate use by passenger cars, also roads listed for work under Sections 835 or 838 shall be considered restricted.

3) Side roads listed for work under this Section shall be considered as not restricted.

h. Cleaning of Structures

Materials resulting from work under this Section shall not be allowed to remain on or in structures, such as bridges, culverts, cattleguards, or drainage dips.

i. Berms

Existing berms shall be maintained to the condition of adjacent segments when ordered by the Government.

**3. MEASUREMENT**

- a. Measurement under this Section will be made by the total number of units for each item listed in the Schedule of Items completed and accepted.
- b. Measurement for blading will be single-lane mile measured along the centerline of the roadway (see quantity measurement terms). Two-lane roads will be measured as two (2) single-lane miles. Measurement will be measured to the nearest one-tenth (0.1) mile.
- c. Each intersection bladed under 2.g. will be equivalent to one-tenth (0.1) single-lane mile; however, when the intersecting side road is scheduled for subsequent blading under this Section, no measurement will be made.
- d. Berm maintained or established will be measured by linear foot.
- e. No measurement will be made under this Section for compaction method specified in 2.d. For roads needing compaction with special compaction equipment (ie. pneumatic or steel roller), use pay items in Section 807 for additional compaction efforts.

**4. PAYMENT**

- a. The quantities measured and accepted will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
811 (1)	Blading Surfaced Roads	Single-Lane Mile
811 (2)	Blading Native and Pit Run Roads	Single-Lane Mile
811 (3)	Smooth Blading	Single-Lane Mile
811 (4)	Berm Maintained	Linear Foot
811 (5)	Establishing Berms	Linear Foot

**Blading Dimensions**

<b>Road Number</b>	<b>Standard Width</b>	<b>Minimum Width</b>	<b>Maximum Width</b>	<b>Tangent Width</b>	<b>Curve Width</b>	<b>Turnout Width</b>	<b>Aggregate Edge Slope</b>

## 812 DUST ABATEMENT (10/16)

### 1. DESCRIPTION

This work consists of applying dust palliatives on roads shown in the Road Listing.

### 2. MATERIALS

The dust palliative materials shall be as shown in the road listing unless shown as Option (OPT) for Contractor's election from the following materials:

- a. Water (H<sub>2</sub>O) for dust abatement will be incidental to hauling under this contract and shall be obtained from sources listed in Special Project Specification to Section 891 Water Supply, unless otherwise agreed.
- b. Lignin Sulfonate (LIG S) shall be the chemical residue produced as a by-product of the acid sulfite pulping process, and supplies as a water solution. The base solution shall be ammonia, calcium, or sodium and shall be water soluble to allow field dilution. Contractor shall provide certification that:
  - 1) Solids determination has been made in accordance with the modified Technical Association of the Pulp and Paper Industry Standard T629-M53 or by a specific gravity/percent solids versus temperature graph that correlates with the Standard.
  - 2) The pH of the delivered material is at 4.5 minimum as determined by AASHTO-T200.
- c. Magnesium Chloride (MgCl<sub>2</sub>) shall be the liquid residue of evaporative mineral recovery processes.
  - 1) The chemical analysis shall meet the following requirements:

Chemical	Percent by Weight of Brine
Magnesium (Mg)	7.0 minimum
Chloride (Cl <sub>2</sub> )	20.4 minimum
Sulfate (SO <sub>4</sub> )	3.5 maximum
Nitrate	5.0 maximum
The pH shall be between 4.5 and 10.0	

- 2) Solids determination shall be made from suppliers provided graph of specific gravity/percent solids versus temperature.
- d. Petroleum derivatives shall be used only when shown in the Schedule of Items. Materials, equipment and maintenance requirements are specified in Section 892 and in

Special Project Specifications. Materials shown for each listed road in the Road Listing shall be the only acceptable product(s).

### **3. WEATHER LIMITATIONS**

- a. Water applications are not limited by weather forecast or temperature.
- b. Commercial petroleum palliatives, Lignin Sulfonate and Magnesium Chloride shall be applied only when atmospheric temperature in the shade is a minimum 45 degrees Fahrenheit, and steady or rising. The material shall not be applied when rain is anticipated within twenty-four (24) hours of treatment application.

### **4. EQUIPMENT**

- a. Application equipment for spreading commercial palliatives shall be so designed, equipped, maintained, and operated that the material is uniformly applied at the rate and traveled way widths shown in the Road Listing.
- b. Dilution of commercial palliatives shall be accomplished within the application vehicle with the water source protected from contamination. The resulting mixture shall be circulated at least five (5) minutes to assure uniform mixing prior to application.

### **5. MAINTENANCE REQUIREMENTS**

- a. Water applications shall be limited to abatement for hauling vehicles under this contract and shall be provided at a frequency and rate which controls dust such that vehicle tail lights and turn signals remain visible. Rates of application shall be varied as needed but shall be low enough to avoid forming rivulets. Frequency of application shall be sufficient to accomplish the abatement without saturating and softening the traveled way. Compacted or glazed road surface or wheel tracks may be loosened as needed for water penetration.
- b. Commercial palliatives shall be applied at the rates determined by the Government to be appropriate at the time of application. The Road Listing shows the expected average application rate and may be varied to meet field conditions.
  - 1) Lignin Sulfonate rates of application are shown in the Road Listing as gallons per square yard of the undiluted product at fifty percent (50%) solids.
  - 2) Magnesium Chloride rates of application are shown in the Road Listing as gallons per square yard of the undiluted product at thirty-three percent (33%) solids.
  - 3) Prior to initial application, when needed the road will be ordered bladed and shaped under Section 811, Blading.
  - 4) Required subsequent applications may be applied to the existing road surface without blading unless it is ordered.
  - 5) Contractor shall not apply commercial palliatives in a manner that spatters or mars adjacent structures or trees. Palliatives shall not be placed on or across cattleguards or

bridges. Dust abatement material shall be discharged only on roads approved by the Government.

**6. MEASUREMENT**

- a. Lignin Sulfonate measurement shall be the tonnage of lignin sulfonate solids supplied as determined by manufacturer's certificate or by tests on job samples obtained during application.
- b. Magnesium Chloride measurement shall be the undiluted tonnage (as corrected to 33 percent solids) as determined by manufacturer's certificate.
- c. Bituminous material will be measured prior to any ordered dilution by the ton or gallon as provided in the Schedule of Items and the Special Project Specifications.
- d. Addition of water to dilute commercial palliatives shall be incidental.

**7. PAYMENT**

- a. The accepted quantities will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
812 (1)	Dust Abatement – Lignin Sulfonate Solids	Ton
812 (2)	Dust Abatement – Magnesium Chloride	Ton

## **813 SPOT SURFACING (10/16)**

### **1. DESCRIPTION**

This work consists of placing surface aggregate as staked on the ground, or designated by the Government. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

### **2. MATERIALS**

- a. Materials will be Government furnished when stated in the task order.
- b. Materials furnished by the Contractor shall conform to the gradation requirements shown in the task order and the quality requirements of Section 893.

### **3. MAINTENANCE REQUIREMENTS**

The area to be spot surfaced shall be thoroughly loosened to a minimum depth of one inch (1") prior to placement of aggregate.

### **4. MIXING AND PLACING**

- a. When scheduled coincident with work under Section 811, spot surfacing and existing aggregate, when ordered, shall be mixed with water until a uniform mixture is obtained prior to final shaping and compaction.
- b. The material shall otherwise be spread on the prepared area in layers no more than four (4) inches in depth. When more than one (1) layer is required, each layer shall be shaped and compacted before the succeeding layer is placed. Upon completion, the spot surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.
- c. Compaction shall be accomplished by breaking track while operating equipment on the traveled way

### **5. MEASUREMENT**

- a. The quantity will be the weight of the actual aggregate placed in tons, cubic yards of aggregate measured in place, or square yards of aggregate measured in place, whichever is shown in the Schedule of Items.
- b. Hauling is considered incidental.

### **6. PAYMENT**

- a. The accepted quantities will be paid for at the contract unit prices shown in the Schedule of Items
- b. For payment by weight, certified weight ticket shall be submitted to the Contracting Officer.

c. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
813 (1)	Spot Surfacing, Grading__, Commercial Source	Ton
813 (2)	Spot Surfacing, Grading__, Commercial Source	Cubic Yard
813 (3)	Spot Surfacing, Grading__, Commercial Source	Square Yard
813 (4)	Spot Surfacing, Grading__, Government Source	Ton
813 (5)	Spot Surfacing, Grading__, Government Source	Cubic Yard
813 (6)	Spot Surfacing, Grading__, Government Source	Square Yard

## **814 ASPHALT PAVEMENT PATCHING (10/16)**

### **1. DESCRIPTION**

This work consists of patching potholes and skin patching of asphalt surfaces. The work includes preparing the area to be patched, furnishing and placing all necessary materials and work. All areas to be patched will be marked by the Government.

### **2. MATERIALS**

Materials used for asphalt patching shall conform to the requirements in Sections 892 and 893. Bituminous mixture material shall conform to requirements of Special Project Specifications.

### **3. MAINTENANCE REQUIREMENTS**

#### **a. Potholes**

- 1) Existing materials shall be removed to a minimum of two (2) inches or as necessary to reach firm support, but limited to maximum twelve (12) inch depth. If firm support for a patch is not available, the hole shall be barricaded and the Government shall be notified. Prior to Contractor placing any materials, Government will determine corrections to be made.
- 2) The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be round or rectangular in shape and cleaned of all loose material. The bottom and sides shall be sprayed with an emulsified asphalt.
- 3) Prepared potholes shall be patched or barricaded immediately.
- 4) The bituminous mixture shall be placed in layers not exceeding four (4) inches. Each layer shall be compacted thoroughly with hand tampers, mechanical tampers, or rollers.
- 5) Finished surface shall, as a minimum, be compacted with a tamper or an 8- to 10-ton steel roller or comparable vibratory roller. Upon completion, the compacted pothole patch shall be flush with or not more than one quarter (1/4) inch above the level of the adjacent pavement.

#### **b. Disposal**

All materials removed from pothole and skin patching operations shall be removed to a disposal site designated by the COR or shown on the drawings.

### **4. MEASUREMENT**

#### **a. Bituminous Mixture**

- 1) Hot and cold bituminous mixture acceptable placed will be measured by the ton. Bituminous materials incorporated into the mixture will be incidental to the item.
- 2) Ton Measure - The quantity of mixture will be the number of tons in the accepted work. Any material rejected in the field as not meeting specifications shall be deducted based on estimated quantities. Rejected quantities shall be reconciled between the Government and the Contractor each day. If not reconciled each day, the Government's figures will apply.

b. The following work is incidental:

- 1) Cleaning of surfaces.
- 2) Haul and compaction of bituminous mixture.
- 3) Material removal and disposal.
- 4) Emulsified asphalt used on existing surfaces will be measured by the gallon prior to dilution. Dilution materials shall be considered incidental.

## 5. PAYMENT

- a. The accepted quantities will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
814 (1)	Pothole Patching	Ton
814 (2)	Emulsified Asphalt	Gallon

## **815 PAVED SURFACE CLEANING (10/16)**

### **1. DESCRIPTION**

This work consists of removing loose material from paved, traveled way, including bridge decks and paved shoulders.

### **2. EQUIPMENT**

- a. Equipment shall have the capability of removing all loose material from paved surfaces without damage to the surface.
- b. Use of hydraulic flushing equipment will not be permitted within a horizontal distance of two hundred (200) feet from a live stream, unless approved by the Government.

### **3. MAINTENANCE REQUIREMENTS**

The paved surface shall be cleaned to the width stated in 4(a) or 4(c) for the Pay Item or as ordered under 4(b). Materials shall be moved away from road centerline on double-lane roads. Bridge deck cleaning shall require all materials be moved longitudinally off the deck.

### **4. MEASUREMENT**

- a. Measurement for Pay Item 815(1), will be by the pass mile, determined by the product of the number of five (5) foot wide increments times the length to the nearest one-tenth (0.1) mile.
- b. Partial width passes ordered under Pay Item 815(1) will be measured as full five (5) foot passes. Additional width incidentally produced by Contractor's equipment will not be considered as a partial pass.
- c. Measurement for Pay Item 815(2) will be lane miles measured to the nearest one-tenth (0.1) miles for cleaning the entire width of the paved surface, including turnouts.
- d. Measurement for Pay Item 815(3) will be for cleaning the entire length and width of the surface of each bridge and paved approaches.

### **5. PAYMENT**

- a. The ordered and accepted quantities shall be paid for at the unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
815 (1)	Paved Surface Cleaning	Pass Mile
815 (2)	Paved Surface Cleaning	Single-lane Mile
815 (3)	Bridge Deck Cleaning	Each

## **816 MAINTENANCE OF UNPAVED SHOULDERS (10/16)**

### **1. DESCRIPTION**

This work consists of maintaining unpaved shoulders adjacent to a paved traveled way. Work area will be identified by the Government.

### **2. MAINTENANCE REQUIREMENTS**

Existing shoulder material shall be bladed and shaped the entire width to drain away from the traveled way. Vegetative or other unsuitable materials may be bladed onto slopes adjacent to the roadbed unless otherwise required in Special Project Specifications. The shoulder material shall be moistened if necessary for compaction. The shoulder shall be compacted adjacent to paved surface edge prior to final shaping. Grader wheels may be used for this compaction. Final shaping shall provide a smooth transition to the paved surface edge. Upon completion, the paved surface shall be cleaned of loose materials in accordance with Section 815 and is incidental.

### **3. MEASUREMENT**

Measurement of unpaved shoulder maintenance will be the number of side miles of each shoulder completed and accepted. Measurement will be to the nearest one-tenth (1/10) mile determined along the centerline.

### **4. PAYMENT**

- a. The ordered and accepted quantities shall be paid for at the unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
816 (1)	Unpaved Shoulder Maintenance	Side Mile

## **818 ASPHALT CRACK CLEANING AND SEALING (10/16)**

### **1. DESCRIPTION**

This work shall consist of cleaning and filling cracks in existing asphalt concrete surfaces that are 1/4-inch wide and wider. This work shall be performed and paid for in accordance with the following specifications.

### **2. EQUIPMENT**

- a. All methods employed in performing the work and all equipment, tools and machinery used for handling the material and executing any part of the work shall be subject to the approval of the Government before the work is started, and whenever unsatisfactory, they shall be changed or improved as required. All equipment, tools, machinery and containers must be kept clean and maintained in satisfactory condition.
- b. Sealing equipment shall consist of a double boiler type machine, capable of maintaining the temperature of the material in the range of 350 to 400 degrees Fahrenheit, with continuous circulation and agitation. Material shall never be heated above 400 degrees Fahrenheit.

### **3. MATERIALS**

The sealing material shall comply with the requirements of ASTM D 3405-78 and AASHTO M 301-85. The Contractor shall submit a certificate of compliance signed by the manufacturer certifying that the material meets these requirements. The certificate shall be submitted prior to the use of the material in the work.

### **4. MAINTENANCE REQUIREMENTS**

- a. Cleaning of cracks:

The cracks shall be steel wire brushed, broomed, cleaned using compressed air or pressurized water jet, or cleaned and dried using a hot lance (use of a back-pack hot air blower will not be sufficient), as shown in the Schedule of Items, in order to remove all loose material, vegetation, and other objectionable material.

- b. Filling:

Filling of cracks and voids shall not commence until they are clean and dry. When the use of a hot lance is required, filling should closely follow cleaning. The cracks shall be sealed from the bottom up. The filler material shall be placed within 1/8-inch of the top of the crack. Any excess material shall be leveled flush to the surface with a "V" shaped squeegee device. The excess material will be squeegeed so as not to exceed 1 1/2-inches on each side of the crack. Excess material remaining in the squeegee at the end of the crack will be distributed over the crack in a return motion. If settlement of the filler material occurs, the cracks shall be refilled until they are again within 1/8-inch of the

finished surface. No excess build-up of filler material will be permitted. Any spillage or loose material shall be removed from the surface.

c. Weather Limitations:

The filler material shall not be applied when it is raining, excessive moisture is present, or either atmospheric or pavement temperature is 45 degrees Fahrenheit and falling. Filler material may be applied when moisture is not present and either the atmospheric or pavement temperature is 40 degrees Fahrenheit and rising.

**5. MEASUREMENT**

The quantity will be measured by the linear foot or pound of filler material used as shown in the Schedule of Items. When measurement by the pound is specified, the Government may require the weighing of equipment for determination of actual quantities of material used. Payment by the pound will not include any materials wasted or not used as specified.

**6. PAYMENT**

- a. Payment shall be made at the contract unit price for cracks repaired as specified. This payment shall be full compensation for all labor, equipment, materials, traffic control, tools and incidentals necessary to complete the work.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
818 (1)	Crack Cleaning and Sealing	Linear Foot
818 (2)	Crack Cleaning and Sealing, Hot Lance Cleaning Only	Linear Foot
818 (3)	Crack Filling Material, Commercial Source	Pound

## **831 DITCH MAINTENANCE (10/16)**

### **1. DESCRIPTION**

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the road listing or marked on the ground. Drainage ditch maintenance is limited to materials contained within the ditch below the elevation of the adjacent edge of the traveled way or shoulder.

### **2. MAINTENANCE REQUIREMENTS**

- a. During ditch maintenance care shall be taken to retain existing low growing vegetative cover (primarily grasses and forbs).
- b. Ditches shall be maintained by removing rock, soil, wood, and other materials. Upon completion the maintained ditch shall be of the same character as abutting segments that were not required to be maintained.
- c. Back slopes shall not be undercut by removal operations.
- d. Suitable material up to four (4) inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- e. Material from ditch cleaning operations shall not be blended into or bladed across aggregate surfaced roads nor bladed onto or across bituminous surfaced roads.
- f. Material in excess of 2(d) or subject to 2(e) will be ordered hauled to a designated waste area under Section 832. Excess materials temporarily stored on the ditch slope or edge of the shoulder shall be removed daily.
- g. Limbs and wood chunks in excess of one (1) foot in length or three (3) inches in diameter shall be removed from ditches and placed outside the roadway.
- h. Paved surfaces shall be cleaned of all materials resulting from Contractor's ditch maintenance work. Paved surface cleaning shall be in accordance with Section 815.
- i. Lead-off ditches shall be shaped to drain away from the traveled way.

### **3. MEASUREMENT**

- a. Drainage ditch maintenance will be measured to the nearest one-tenth (0.1) mile. Segments of less than one-tenth (0.1) mile will be counted as a full one-tenth (0.1) mile. Lead off ditches shall be measured by the number of ditches completed.
- b. Ordered haul of excess material will be measured and paid under Section 832.

### **4. PAYMENT**

- a. The accepted quantity will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
831(1)	Clean and Reshape Drainage Ditch	Ditch Mile
831(2)	Clean and Reshape Lead off Ditch	Each

## **832 REMOVE AND END HAUL MATERIALS (10/16)**

### **1. DESCRIPTION**

Work consists of ordered loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

### **2. MAINTENANCE REQUIREMENTS**

- a. Excess materials generated by work under other Sections of this contract may be ordered for removal, haul, and disposal under this Section. Removal and disposal under all Sections will be ordered without haul when a distance of less than two hundred (200) feet is involved.
- b. Slide and slough materials to be removed shall include those in the area extending approximately six (6) feet vertically above the road surface and that area extending not more than four (4) feet down slope from the roadbed. Material shall be disposed of at designated sites as shown on Drawings or identified in Special Project Specifications.
- c. The slope which generated the slide material shall be reshaped as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section 831.
- d. When ordered by the Government, slumps shall be filled by compacting selected materials into roadway depressions. Compaction shall be by Method (2).
- e. All materials removed and placed in disposal sites shall be placed by one or more of the following methods as shown in Road Listing, Special Project Specifications, or Drawing.
  - 1) Method 1: Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, a solid fill shall be provided by working smaller pieces and fines into voids. The finished surfaces shall be shaped to drain.
  - 2) Method 2: Layer Placement - Surfaces on which materials are to be placed shall be stepped or roughened prior to placing any material. Materials shall be placed in approximately horizontal layers no more than twelve (12) inches thick. Each layer shall be compacted by operating hauling and spreading equipment over the full width of each layer.

### **3. MEASUREMENT**

- a. Removal will be measured by the cubic yard, determined by equipment measure, for materials acceptably removed.
- b. Except as provided in 2(a) of this Section, haul of materials will be measured by the cubic yard mile, determined by the number of miles hauled times the cubic yards. Mileage will be measured one way rounded to the nearest 1/10 mile.

- c. Placement of materials in disposal sites will be measured by the cubic yard in the hauling vehicle for materials acceptably placed.

**4. PAYMENT**

- a. The accepted quantity will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
832 (1)	Remove	Cubic Yard
832 (2)	Haul	Yard Mile
832 (3)	Disposal, Placement Method 1	Cubic Yard
832 (4)	Disposal, Placement Method 2	Cubic Yard

## **834 DRAINAGE STRUCTURE MAINTENANCE (10/16)**

### **1. DESCRIPTION**

This work consists of cleaning and reconditioning culverts and other drainage structures.

### **2. MAINTENANCE REQUIREMENTS**

- a. Drainage structures, inlet structures, culverts, catch basins, and outlet channels shall be cleaned when required by the Government. Catch basins shall be cleaned by removing the material within the area shown on Drawing 834-1.
- b. The transition from the ditch line to the catch basin shall be cleaned a distance of ten (10) feet. Outlet channels and lead-off ditches shall be cleaned a distance of six (6) feet. Debris and vegetation shall be removed and placed so as to not enter the channel or ditch or obstruct traffic. Debris and vegetation ordered to be hauled shall be hauled to a designated disposal area in accordance with Section 832.
- c. Hydraulic flushing of drainage structures is not allowed unless provided for in Special Project Specifications.
- d. Cleaning and reconditioning is limited to the first four (4) feet of inlet and outlet determined along the top of the structure. Damaged culverts shall be reported to the Government in writing upon completion of work on each road in the Road Listing. Any damaged by the Contractor shall be repaired.

### **3. MEASUREMENT**

- a. Measurement will be the number of units of each culvert type including cleaning of inlet and outlet ditches or channels and catch basins completed and accepted.
- b. Reconditioning and cleaning of drainage structures will be incidental to cleaning.
- c. Ordered haul of materials will be measured under Section 832.

### **4. PAYMENT**

- a. Quantities as determined above will be paid at the contract unit price.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
834 (1)	Clean Culverts 24" Diameter and Under	Each
834 (2)	Clean Culverts 24" through 48" Diameter	Each
834 (3)	Clean Culverts Over 48" Diameter	Each

## **835 ROADWAY DRAINAGE MAINTENANCE (10/16)**

### **1. DESCRIPTION**

This work consists of maintaining existing drainage on roads that have been physically closed to traffic.

### **2. MAINTENANCE REQUIREMENTS**

#### **a. Access**

- 1) The Government will provide for access through locked gates and also provide any special devices other than standard wrenches or tools, required for removal or replacement of fabricated barricades.
- 2) Other work associated with Contractor's access shall be the responsibility of the Contractor. The entrance shall not be left available for access to persons not associated with this contract; temporary barricades shall be used during the active performance of work.

#### **b. Drainage**

- 1) Upon completion of work, the roadway shall be shaped to provide for the removal of surface water, but need not be passable to vehicles. Waterbars, barriers or berms existing prior to the Contractors operation shall be repaired or reinstalled. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
- 2) Continuous blade shaping of the roadbed is not required under this specification.
- 3) Work to be done at staked locations shall be as indicated on the stake and/or stated in Special Project Specifications.
- 4) Any of the following methods are acceptable for use at eroded or rutted locations.
  - a) Method A: Outsloping the roadbed at not less than one-half (1/2) inch per foot.
  - b) Method B: Insloping the roadbed at not less than one-half (1/2) inch per foot of width.
- 5) Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within twenty (20) feet of the structure.
- 6) Culverts and other fabricated structures providing drainage from road ditches shall either be cleaned and the ditch made. Fabricated drainage structures discharging on natural ground within three (3) feet of roadbed elevation may be removed at Government's option to provide the waterbar. Removed structures shall become Contractor's property to be removed from National Forest Land. Contractor-installed temporary drainage structures, if any, shall be removed and replaced with a water bar.

c. Slides, Slumps and Slough

- 1) Slides and slough may be left in place provided they do not potentially impound water or divert water from watercourses. Reshaping of the various surfaces shall be done as necessary to provide drainage.
- 2) Drainage shall be provided to effectively decrease or eliminate the entry of surface water into slides, slumps, and roadbed surface cracks. The Contractor shall place berms, waterbars or ditches as needed to intercept and remove runoff water from the roadbed. Cracks shall be surface sealed by covering over with native soil materials to prevent additional water entry and compacting with equipment tires.

d. Entrance Devices

Upon completion of work, entrance devices shall be replaced to effectively eliminate access by motorized vehicles having four (4) wheels and a width in excess of fifty (50) inches.

e. Seeding

All disturbed areas shall be seeded and fertilized in accordance with requirements set forth in Section 841 and are incidental.

**3. MEASUREMENT**

Measurement for the ordered and accepted work will be the length of the road in miles as shown on the Road Listing.

**4. PAYMENT**

- a. The accepted quantity will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
835 (1)	Roadway Drainage Maintenance	Mile

## 836 ROAD DECOMMISSIONING (10/16)

### 1. DESCRIPTION

This work shall consist of closing designated roads to use by vehicles over 42 inches wide and returning the roadway to resource production using one or a combination of the following items as specified in a written order, listing, or shown on an attached map: removing drainage structures, seeding, fertilizing, scarification, ripping with wing rippers, outsloping roadbed, constructing water bars, earth barricade, slashing, and camouflaging road junction.

### 2. MAINTENANCE REQUIREMENTS

#### a. Remove Drainage Structures

- 1) All designated drainage structures such as culverts, metal or wooden open top water diverters, and rubber water diverters shall be removed. Dips and waterbars shall not be removed.
- 2) Culverts 24 inches or less in diameter shall be smashed and buried (covered with a minimum of one foot of compacted native material) in the roadbed, unless disposal sites for specific culverts are designated on an attached map. If disposal sites have been designated the culverts shall be hauled to the designated site or other agreed to location.
- 3) Culverts over 24 inches in diameter shall be hauled to the designated site shown on attached map or to other agreed to location.
- 4) Wooden open top water diverters, metal open top water diverters, and rubber water diverters shall be treated the same as culverts 24 inches or less in diameter.
- 5) Stream channel width after drainage structures have been removed shall be no less than that of existing channel in the vicinity of the inlet and outlet. Stream banks shall be sloped to 3:1 or flatter unless agreed to otherwise. This work is incidental to structure removal.
- 6) Waterbed roadbed at locations staked on the ground or as ordered by the Contracting Officer. Construct in accordance with Dimensions Table and Drawing 838-6.

Waterbar Dimensions

Percent Road Grade	Length (ft) EF	Length (ft) BC	Rise (ft) at B	Rise (ft) at E
5° & Less	10	20	1.5	1.0
6°	15	25	1.6	1.1
7°	20	30	1.7	1.2
8°	25	35	1.8	1.3
9°	30	40	1.9	1.4
10°	35	45	2.0	1.5

b. Seeding

- 1) This work consists of furnishing and placing required seed mix on all areas disturbed under this contract and on any other areas specified. Seeding may not be done until all other ground disturbing work on the road has been completed and accepted. Unless a specific seeding season is listed below, seeding shall be done as soon as other ground disturbing work is accepted.

Seeding season: \_\_\_\_\_ to \_\_\_\_\_

- 2) The seed shall be applied in the following amounts and mixtures:

Species	% of Mixture	Application Rate (lb./acre)

- 3) Hand operated seeding devices, or other devices approved by the Government, shall be used to apply seed.
- 4) Seed shall meet the requirements of Federal Specification JJJ-S-181. Seed shall be furnished separately or in mixture in standard containers with (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); and (5) percentage of maximum weed seed content clearly marked for each kind of seed. The contractor shall furnish the Government duplicate signed copies of a statement by the vendor, certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 12 months of date of delivery. This statement shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, and (4) results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

c. Fertilizing

- 1) This work consists of furnishing and placing dry fertilizer on all areas disturbed under this contract and on any other areas specified. The contractor shall apply fertilizer as soon as all other ground disturbing work on the road has been completed and accepted, but not before seeding has been completed.
- 2) The minimum percentage of available nutrients shall be:

% Nitrogen	% Phosphorus	% Potassium	% Sulfur

- 3) Fertilizer shall be applied at \_\_\_\_\_ lbs/acre.
- 4) Hand operated fertilizing devices, or other devices approved by the Government, shall be used to apply the fertilizer.

d. Scarification

- 1) This work shall consist of seedbed preparation on an existing roadbed by scarification.
- 2) Scarification shall be accomplished by rippers spaced not more than 6 inches apart and/or with heavy duty gang discs.
- 3) Scarification depth shall not be less the 3 inches or deeper than 12 inches unless otherwise agreed.

e. Ripping with Wing Rippers

- 1) This work shall consist of subsoiling an existing roadbed by ripping with a winged ripper.
- 2) The distance between ripper shanks shall not exceed 36 inches. Each shank shall be equipped with a shoe and wings which have a total width of at least 18 inches.
- 3) The design of the shank and wing will be such that the treated soils are slightly lifted and well fractured rather than plowed, mixed or displaced.
- 4) Ripping shall be accomplished to a minimum depth of 20 inches. The Government may agree to a lesser depth when excessive rock is encountered.

f. Outsloping Roadbed

- 1) Designated roads or segments of roads shall be outsloped by pulling the fill shoulder towards the cut bank. Excavated material shall be spread over the roadbed forming a minimum outslope equal to the existing road grade percent. The Government may agree to a lesser outslope percent if soil conditions warrant.
- 2) Any existing ditches at the toe of the cut shall be filled with the material excavated during outsloping.

g. Earth Barricade

- 1) Earth barricades shall be constructed in locations specified in accordance with the attached drawings.
- 2) Multiple barricades at one site may be specified.

h. Slashing

- 1) This work shall consist of placing woody material over the roadbed to discourage vehicle traffic.
- 2) Woody material shall be dead timber and slash removed from an area within twenty five (25) feet of the road shoulders in the vicinity of the areas where it is to be placed.
- 3) Material shall be placed randomly over the roadbed to give a similar appearance of the surrounding area and may include rocks and other material.

i. Camouflaging Road Junction

This work shall consist of manipulating the cut and fill slopes of the designated road so the road template is not obvious. One or more of the following methods will be specified:

- 1) When the designated roadway section is a cut-fill section, excavate the fill slope section and place material against the cut section so the designated road is not obvious. The height of the replaced material shall be equal to the existing cut or a maximum of six (6) feet.
- 2) When the designated roadway section is a fill section, remove the road fill and place the material as a berm along the road junction, creating what appears to be a cut section.

j. Transplanting Native Trees

This work shall consist of transplanting native trees designated by the Government from areas adjacent to the road to areas designated by the Government on the roadbed. Transplanting will be limited to trees less than 4 inches in diameter. Transplanting must be done with a tree spade or other equipment specifically designed for transplanting trees with minimal damage to the root system. No damage to the tree stem will be permitted. No more than 20 percent of the limbs may be damaged during the transplanting operation. The north side of trees to be transplanted shall be marked before the trees are removed. When the trees are transplanted they shall be oriented with the north side facing north. Transplanting shall be limited to the period from October 15 to May 31 annually. Transplanted trees shall be watered liberally immediately after transplanting.

### 3. MEASUREMENT

Measurement under this Section will be made by the total number of units for each item listed in the Schedule of Items that is completed and accepted.

- a. Measurement for Pay Items 836 (01) through 836 (05), item 836 (11), Item 836(13) item 836 (15) and 836 (16) will be the actual count of the number of items.
- b. Measurement for Pay Items 836 (06) and 836 (07) will be by the acre, measured along sloped
- c. Measurement for Pay Item 836 (08) will be determined by the number of twelve (12) foot wide passes. The length of each pass shall be determined to the nearest one-tenth (1/10) mile.

- d. Measurement for Pay Item 836 (09) will be determined by the number of six (6) foot wide passes. The length of each pass shall be determined to the nearest one-tenth (1/10) mile.
- e. Measurement for Pay Items 836 (10), 836 (12) and 836 (13) will be measured along the centerline of the roadway. Distance will be measured to the nearest one-tenth (1/10) mile.
- f. Measurement for Pay Item 836 (14) includes any hauling of items removed under pay item 836 (02) only, and will be determined by the distance along the centerline of the most direct feasible route, from the point of origin to the point of deposition. Measurement will be measured to the nearest one-tenth (1/10) mile. Separate payment will be made for each structure hauled. Haul of any other items will be incidental to that item.

#### 4. Payment

- a. The accepted quantity will be paid for at the contract unit price. This payment will be full compensation for all labor, equipment, tools, and incidentals necessary to complete the work.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
836 (01)	Removal of 24" or less diameter culvert	Each
836 (02)	Removal of culvert greater than 24" diameter	Each
836 (03)	Removal of wooden open top water diverters	Each
836 (04)	Removal of metal open top water diverters	Each
836 (05)	Removal of rubber water diverters	Each
836 (06)	Seeding, dry method (without mulch)	Acre
836 (07)	Fertilizer	Acre
836 (08)	Scarification	Scarification Pass Mile
836 (09)	Ripping with Wing Rippers	Ripping Pass Mile
836 (10)	Outsloping Roadbed	Mile
836 (11)	Earth Barricade	Each
836 (12)	Slashing	Mile

836 (13)	Camouflaging Road Junction	Each
836 (14)	Haul	Mile
836 (15)	Transplanting Native Trees	Each
836 (16)	Construct Waterbar	Each

## **837 DRAINAGE DIP MAINTENANCE (10/16)**

### **1. DESCRIPTION**

This work consists of separately ordered maintenance of existing drainage dips and special outlet structures on all types of roads. Included in this are rolling dips on native, aggregate, and paved roads.

### **2. MATERIALS**

Materials used in maintenance shall conform to the requirements of the applicable Sections for the materials within the structure.

### **3. MAINTENANCE REQUIREMENTS**

- a. Special outlet structures such as aprons, culverts, and flumes shall be removed if necessary prior to maintaining the drainage dip, or the finished dip shall be oriented to the structure for alignment and gradient.
- b. Hand work may be necessary to obtain a smooth surface and uniform cross section. Any special outlet structure removed shall be reinstalled to the flow line grade established by the completed drainage dip. The first six (6) feet of any lead-off ditch or channel shall be cleaned incidental to this Section.
- c. Native material drainage dips shall be shaped to reasonably conform with the lines, grades, and cross sections shown in Drawing 837-1 or staked on the ground. Removed materials shall be distributed uniformly over the downgrade road surface adjacent to the dip. Rocks shall not project more than two (2) inches above the final surface.
- d. Aggregate or rock surfaced drainage dips shall be cleaned. When the Government determines the drainage dip requires shaping to conform to Drawing 837-1, existing surfacing materials shall be conserved for reuse upon completion of shaping. Conserved surfacing shall be placed and compacted with equipment prior to reinstalling any special outlet structures. Watering when required, will be in accordance with Section 891. Additional surfacing, if required, will be ordered under Section 813.
- e. Bituminous surfaced drainage dips shall be cleaned.

### **4. MEASUREMENT**

Measurement of drainage dips maintained will be the number of units of each type completed and accepted.

### **5. PAYMENT**

- a. The quantities will be paid for at the contract unit price as shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
837 (1)	Clean and Shape Drainage Dip, Native Surface	Each
837 (2)	Clean Drainage Dip, Aggregate Surface	Each
837 (3)	Reshape Drainage Dip, Aggregate	Each
837 (4)	Clean Bituminous Drainage Dips	Each

## **838 MAINTENANCE FOR LIMITED USE (10/16)**

### **1. DESCRIPTION**

This work consists of making the roadway passable for use by full-size pickups and providing drainage from the traveled way and roadbed.

### **2. MAINTENANCE REQUIREMENTS**

#### **a. Timing**

Maintenance shall be performed during the contract period as often as indicated by the accepted schedule or subsequently ordered by the Government. The Contractor shall commence maintenance within two (2) weeks after receipt of written order unless otherwise stated in the order.

#### **b. Drainage**

- 1) Drainage shall be provided at existing drainage structures. Culverts providing drainage from road ditches shall have at least two thirds of the end area usable. Culverts in live streams or natural watercourses requiring cleaning shall have the end area fully usable.
- 2) Cross ditches conforming to Drawing 838-1 shall be placed at staked locations to provide drainage across the full width of the roadbed. Except as provided in 2.c herein, materials removed from cross ditches and cleaning of existing drainage dips shall be bermed downgrade on the roadbed. Cross ditches shall be angled and shall discharge at points of least fill height or on natural ground.

#### **c. Intersections**

Intersections shown in the Road Listing for work under this Section shall be cross ditched to drain over the full width of the listed road and define the traveled way of the adjacent road. Material removed from this cross ditch shall be placed as a berm on the roadbed and traveled way away from the intersection. A second cross ditch conforming to Drawing 838-1 shall be placed within sight of the intersection when possible, but in no case more than one hundred feet (100') from the intersection.

#### **d. Objects on Roadbed (See Drawing 838-3)**

- 1) Upon completion, no object extending over four (4) inches above the road surface shall remain within ten (10) foot usable traveled way width. Larger objects shall be selectively removed or repositioned to provide the usable width and lateral clearance required (See Drawing 838-3). The usable width shall be centered on the roadbed or positioned away from the fill slope.
- 2) Logs and down trees shall be cut to provide not less than twelve (12) feet of opening for vehicle passage provided the remaining ends are in ground contact and do not interfere

with drainage. The portion to be removed may be cut into chunks or left as one piece and placed in a stable position where it will not restrict drainage or vehicle passage. Limbs shall be selectively removed to provide stability or ground contact and shall be scattered down slope outside of the roadbed and drainage ways.

- 3) Rocks and other objects outside the ten (10) foot usable width may remain if drainage is provided from the road surfaces.

e. Slough and Slides (See Drawing 838-4)

- 1) Slough and slides may be left in place when surface drainage is provided for and at least ten (10) feet of width is available for vehicle passage. The roadbed immediately upgrade shall be cross ditched. Any roadside ditch between the cross ditch and the remaining materials shall be filled and shaped to drain.
- 2) The Contractor may reposition or ramp over slides and slough when the traveled way is less than ten (10) feet (See Drawing 838-4), providing the material is capable of supporting vehicles. Ramp profile gradient shall not exceed twelve (12) percent nor have an out slope exceeding six (6) percent. Ramped crossings shall be drained and bermed to a height of at least six (6) inches on the outside of the ramped area.
- 3) Slough or slide materials which are not capable of supporting a vehicle shall be repositioned on the roadbed to provide the ten (10) foot width unless the Government orders it removed under Section 832.

f. Slumps (See Drawing 838-5)

- 1) The roadbed immediately upgrade of slumps shall be cross-ditched. The cross ditch shall be located so that the outlet can allow the runoff to spill off onto the fill slope without causing additional damage or erosion.
- 2) Slumps at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to eight (8) feet provided a berm of at least six (6) inches in height is placed on the undisturbed roadbed to divert surface water and provide a curb on the downhill side.
- 3) Roadbed slumps shall be ramped on both ends onto undisturbed roadbed to provide at least eight (8) foot usable width. No material shall be placed on the slumped area. Removed materials shall be bermed on the roadbed to guide vehicles to the ramp location, used to block any abutting ditches, and to divert water from entering the slump area. Ramp profile gradient shall not exceed twelve (12) percent. Areas within the slumps that could pond water shall be drained.
- 4) Roadbed cracks shall be sealed with native soil and wheel or tamper compacted to reduce the introduction of surface water.

g. Cutting Vegetation

- 1) Trees, brush and limbs shall be cut and removed to provide at least twelve (12) feet of usable width centered on the existing usable road surface.

- 2) Encroaching limbs shall be removed to a height of ten (10) feet above the traveled way surface extending into the passageway from the side. Limbs extending laterally into the twelve (12) foot width shall be cut within six (6) inches of the trunk. Limbs extending down into the ten (10) foot height limitation may be cut or lopped as needed to meet the height requirement.
- 3) Brush and trees within the twelve (12) foot usable width corridor shall be cut parallel to and within two (2) inches of the traveled way surface.
- 4) Materials shall be scattered down slope outside the roadway.

**3. MEASUREMENT**

Measurement for all work under this section will be by the mile of existing centerline length expressed to the nearest one-tenth (1/10) mile.

**4. PAYMENT**

- a. The accepted quantities will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
838 (1)	Maintenance for Limited Use	Mile

## **839 RESTORE DRAINAGE (10/16)**

### **1. DESCRIPTION**

This work consists of log, limb and debris removal; blading and shaping of the roadbed to restore drainage function. This work includes shoulders, ditches, drainage dips, leadoff ditches, turnouts, and intersections; cleaning drainage facilities; removing washes and sloughs that inhibit drainage.

### **2. MAINTENANCE REQUIREMENTS**

#### **a. General**

The existing traveled way and shoulders, including turnouts unless otherwise ordered, shall be bladed and shaped to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface unless otherwise Marked on the Ground, to at least one half inch (1/2") per foot of width, but not more than three quarter inch (3/4") per foot of width. Surfacing materials shall be thoroughly loosened to a depth of no less than 2 inches or the depth of potholes or corrugations. Corrugations are washboarding and similar defects.

Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected by the Contractor but will be considered incidental to blading. Scarification shall not go deep enough to cause contamination of the surfacing.

When Section 891 is included in the Road Listing, the Contractor shall apply water during blading when sufficient moisture is not present to prevent segregation. Water supply, hauling, and application shall be in accordance with Section 891 and shall be incidental to blading unless Pay Items for Section 891 are included in the Schedule of Items.

Existing native, rock or aggregate surfaced drainage dips shall be cleaned and shaped incidental to blading to divert surface runoff to existing outlet devices, ditches and discharge locations.

The Contractor shall establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed and provides a thorough mixing of the materials within the completed surface width.

#### **b. Drainage Facilities**

Cleaning existing drainage facilities includes roadside drainage ditches, drainage dips, inlet and outlet ditches, overside drains and flumes, inverts and interiors of culverts, culvert catch basins, drop inlets, trash racks, and sediment basins. Slash and debris shall be disposed of as in 839e. Sediment basin clean out shall be disposed for the unit price as shown in the Schedule of Items for Section 832.

Drainage structures not included under this specification are bridges, cattle guards, and culverts over 72 inches in diameter.

c. Ditches, Lead Off and Roadside

Wood, rock, trees, brush and other debris shall be removed from ditches to provide unobstructed flow of water. Slash and debris (woody or organic) shall be scattered in such a manner as not to impede the flow of water. The backslope of ditches shall not be undercut by cleaning operations. Existing ditch blocks shall be restored, reshaped, and compacted as needed for effective drainage through culverts. Catch basins shall be cleaned of material above the invert of the culvert.

d. Dips (Also called intercepting dips or rolling dips)

Existing drainage dips shall be cleaned and the outslope gradient sufficiently restored to remove surface water from roadbed, conducting the water through drainage facilities.

e. Culverts

Inlet and outlet ends, as well as four feet inside each end, of existing culvert, shall be cleaned to provide unobstructed flow of water. Natural drain culvert channels shall be cleared of all down trees, limbs, stumps, brush, rocks and other debris, that restricts the flow of water, 6 feet in width for 15 linear feet at each end. Slash and debris (woody or organic) shall be scattered in such a manner as not to impede the flow of water. The channel shall be shaped to natural streambed with constant grade at inlet and outlet ends.

f. Overside Drains and Flumes

Overside drains shall be cleaned of debris to provide an unobstructed flow of water. Debris (woody or organic) shall be scattered in such a manner as not to impede the flow of water.

g. Designed Earth Berms

Berm breaches of less than 5 cubic yards shall be filled, shaped, and compacted by wheel rolling. Fill material shall be located within 500 feet of breach or by ripping to the depth and width necessary to obliterate such defects; providing a smooth transition to adjacent satisfactory roadbed. Filling with loose material will not be acceptable.

h. Settlements

Settlements 12 inches or less in depth shall be scarified and then repaired by cutting from the roadbed on each end of the settled area, filling and wheel rolling the material into the settled area providing a smooth transition to adjacent satisfactory roadbed.

i. Washouts

Washouts in roadway of less than five cubic yards shall be filled and compacted by wheel rolling. Fill material shall be located within 500 feet of washout or as directed by the Contracting Officer.

### **3. METHOD OF MEASUREMENT**

Measurement for maintenance will be “by the mile”, measured by slope distance along the centerline of the roadway. Measurement will be to the nearest one-tenth mile. No separate measurement will be made for any of the elements of work described in the foregoing

#### 4. PAYMENT

- a. Payment will be made for all units inspected and accepted at the unit price shown on the schedule of items.
- b. Payments will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
839 (1)	Restore Drainage Function, Without Water	Mile
839(2)	Restore Drainage Function, With Water	Mile

## **840 CORRUGATED METAL SPILLWAYS AND FLUME (10/16)**

### **1. DESCRIPTION**

This work consists of cleaning, reconditioning, and re-installing, or the replacement of existing corrugated metal spillway inlet assemblies, flume, and other appurtenances associated with the installation requirements.

### **2. MATERIALS**

- a. Materials shall be furnished by the contractor, unless otherwise indicated. Spillway inlet assemblies, flume, and connectors shall be of the type and thickness specified by the Task Order or shown in supplemental drawings, and shall be constructed of galvanized corrugated sheet metal meeting the requirements indicated on the drawings.
- b. Anchors shall be as shown in the Task Order.

### **3. MAINTENANCE REQUIREMENTS**

- a. Re-installation of existing overside drains:
  - 1) Re-install inlet and starter section to the grade and flow line established by the drainage dip.
  - 2) Adjacent earth berms shall be filled shaped, and compacted to provide a continuous drainage channel to the inlet structure.
  - 3) Structures not approved for reuse shall be removed from Government land at the Contractor's expense.
  - 4) Prior to re-installing flume, ensure that voids have been filled and the embankment compacted to provide a smooth, continuous grade from the inlet to the outlet of drainage structure.
- b. Replacement of existing overside drains:
  - 1) Remove existing structure and backfill and compact any wash-outs beneath the inlet and starter.
  - 2) Re-establish the embankment for flume replacement by backfilling wash-outs and voids, and compacting to provide a smooth, continuous grade from the inlet to the outlet of the drainage structure.
  - 3) Install new drainage structure as specified by the Task Order.
  - 4) Re-establish earth berm. Shape and compact to provide a continuous drainage channel to the inlet of the drainage structure.

### **4. MEASUREMENT**

- a. Measurement of inlet and starter assemblies will be for each unit specified and installed as a whole. Costs included are for materials, labor for fabrication and installation, and delivery.
- b. Measurement will be made for each lineal foot of flume specified and installed. Measurement for anchors shall be considered incidental to flume installation.
- c. Cost for disposal of removed inlets, starters, flumes, and appurtenances shall be considered incidental to the work in this specification.

**5. PAYMENT**

- a. Accepted quantities will be paid for at the contract unit prices shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
840 (1)	Clean Inlet and Starter	Each
840 (2)	Reinstall Inlet and Starter	Each
840 (3)	Replace Inlet and Starter ____ (12, 18, 24, or 36) Inches	Each
840 (4)	Clean Flume	Each
840 (5)	Reinstall Flume	Linear Foot
840 (6)	Replace Flume, ____ (12, 18, 24, or 36) Inches	Linear Foot
840 (7)	Replace Flume, ____" by ____ ft. Long	Each

## 841 VEGETATION ESTABLISHMENT (10/16)

### 1. DESCRIPTION

This work consists of applying seed, fertilizer, mulch and plantings singularly or in specified combinations to roadways and disposal areas. Work area may be limited to designated portions of the roadway and roadside or include treatment of the entire area bounded by the outer limits of the roadsides.

### 2. MATERIALS AND APPLICATION RATES

The Contractor shall provide the following listed materials:

- a. Fertilizer: Fertilizer shall be a standard commercial grade and provide the minimum percentage of available nutrients designated.

% Nitrogen	% Phosphorus	% Potassium	% Sulfur

Fertilizer shall be furnished in sealed containers with the composition, weight, and guaranteed analysis of contents clearly marked. Application shall be at the rate of pounds per acre.

- b. Seed: Grass, forb, or small shrub seeds shall be packaged separately from fertilizer and contain the designated types of seed for application at the designated rates. When legumes are designated, the seed shall be properly inoculated immediately prior to application.

Seed Type	Lbs./Acre

Seed shall be furnished separately or in mixture with other designated seed types in standard sealed containers with certification of (1) seed name, (2) lot number, (3) net weight, (4) percentages of purity and germination, and (5) maximum percentage of weed seed content clearly marked on each seed type.

- c. Mulch: Mulch materials and application rate shall be as shown below:

Mulch Type	Application Rate

d. Timing: Materials shall be applied as scheduled below:

Road No. (Location)	Date	Road No. (Location)	Date

### 3. MAINTENANCE REQUIREMENTS

a. Schedule

- 1) The designated treatment shall be scheduled to start upon completion of other work under other Sections scheduled under this contract.
- 2) The treatment shall not be applied when the ground is frozen or excessively wet. Application shall be terminated during periods when there is too much wind to allow consistent treatment rates and control of the treatment area to the designated limits

b. Roadside and Slope Treatment

- 1) Roadsides will not require advance preparation unless established in Special Project Specifications or Drawings.
- 2) The designated treatment shall be applied by hand or machine. When both roadbed (under 3c(1)) and slopes are listed for treatment, application may be done at the same time.
- 3) The Contractor will not be required to operate self-propelled equipment beyond the defined roadbed. Treatment materials shall not be applied to the fore slope of ditches unless roadbed treatment (under 3c(1)) is also required.

c. Roadbed Treatment

- 1) Portions of the roadbed not previously disturbed and left loose under Section 835 shall be scarified to a minimum depth of four (4) inches unless bedrock is encountered at a lesser depth. The maximum distance between furrows formed by scarification shall be twelve (12) inches.

2) Barrier mounds placed under Section 835 shall be treated while in a roughened condition.

d. Mulching

Required mulch materials shall be applied in accordance with 2c.

e. Plantings

Required plantings shall be in accordance with Special Project Specification 841-1.

**4. MEASUREMENT**

a. Measurement will be by the acre for seeding, fertilizing and/or mulching of roadside, slopes and roadbeds. Roadbed areas will be computed based on centerline length without deduction for structures removed under Section 835 nor additional slope distances resulting from removal of structures.

b. Measurement for plantings will be the actual count of plants ordered and acceptably placed.

**5. PAYMENT**

a. The accepted quantities will be paid for at the contract unit price shown in the Schedule of Items.

b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
841 (1)	Treating Roadside and Slopes	Acres
841 (2)	Treating Roadbed	Acres
841 (3)	Plantings	Each

**SPECIAL PROJECT SPECIFICATION (10/16)**  
**841-1 VEGETATION ESTABLISHMENT**

Additional requirements applicable to roads listed for planting work under Section 841 are hereby established:

**1. DESCRIPTION**

Vegetation establishment shall consist of planting containerized or bare root plant stock.

**2. PLANTINGS (SPACING)**

- a. The designated woody plant materials shall be planted at the staked locations or designated spacings.
- b. Containerized plant stock shall be placed in an appropriately sized hole formed by a dibble or other device to place the roots at the proper depth.
- c. Bare root plant stock shall be placed in a slotted cut formed by a mattocks, pulaski or other edged tool. The crown of the stem shall be placed at ground level and the roots shall not be bent or broken.
- d. The area adjacent to the hole shall be compressed by foot or special tool to form a depression up and down slope from the stem and force the soil against the container or roots with no air voids.
- e. The plantings shall be held firmly by the soil. When checked by pulling upward on the top one-half (1/2) inch of the plant stem, the planting shall either break at the hold point or the area compressed against the roots show evidence of movement. Plantings that are not held firmly by the soil shall be removed and replaced with fresh stock.

**3. PLANT STOCK**

- a. The Contractor shall furnish the following listed plant materials:
- b. Government will provide the following listed materials provided at least ten (10) days notice is available:

Materials will be provided at:

Item No.	Species	Size	Bare Root	Containerized

#### 4. TIMING

Plantings shall be placed as scheduled below:

Road No. (Location)	Item No.	Date	Road No. (Location)	Item No.	Date

## **842 CUTTING ROADWAY VEGETATION (10/16)**

### **1. DESCRIPTION**

This work consists of cutting all vegetative growth including trees and other vegetation less than four (4) inches in diameter.

### **2. MAINTENANCE REQUIREMENTS**

#### **a. General**

- 1) Brush, trees, and other vegetation less than four (4) inches in diameter within each area treated shall be cut to a maximum height of six (6) inches above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, the Contractor shall remove all limbs which extend into the treated area or over the roadbed to a height shown in the Special Project Specifications.
- 2) Signs, markers, and other road appurtenances are designated to be retained. Other items to remain will be marked on the ground.
- 3) The width of the vegetation to be cut shall be as shown in the Special Project Specifications.
- 4) Work may be performed either by hand or mechanically unless specifically shown in the Road Listing and Schedule of Items. Self-propelled equipment shall not be allowed on cut and fill slopes or in ditches.
- 5) Damage to trunks of standing trees caused by Contractor's operation shall be corrected by Contractor, either by treatment with a commercial nursery sealer or by removing the tree as directed by the Government.
- 6) Mechanical brush cutters shall not be operated when there are non-Contractor personnel or occupied vehicles within a hazardous distance of immediate operating area.
- 7) Trees within the cutting limits which are over four (4) inches in diameter shall be limbed in lieu of cutting
- 8) When trees are limbed, limbs shall be cut within four (4) inches of the trunk

#### **b. Cutting Side Vegetation**

- 1) Pass mile work cutting limits shall be established as follows:
  - a) Fill and daylighted (wide roadbed) section cutting shall commence at the edge of the traveled way and proceed away from the road centerline.
  - b) Drainage ditched section cutting shall commence at the bottom of the existing ditch and proceed away from the road centerline. Cutting on ditch foreslopes is not required.

- c) Unditched cut section cutting shall commence at the intersection of the cutbank and the roadbed and proceed away from centerline.
- 2) Side mile work will be ordered in uniform width for the length of the listed segments of roads.
- 3) Unless otherwise included in Special Project Specifications work shall commence at the edge of the traveled way and proceed away from the road centerline. For roads without a defined traveled way the starting point for cutting will be marked in the field or defined in Special Project Specifications.
- 4) Transitions between differing increments of cutting width shall be provided. Transitions shall be accomplished in a taper length of not less than fifty (50) nor more than seventy (70) feet

c. Requirement Table

The width and height of the vegetation cutting shall be:

Road No.	From Mile	To Mile	Width	Height

d. Debris

- 1) Materials resulting from the cutting operation in excess of one (1) foot in length or three (3) inches in diameter, shall not be allowed to remain on roadway slopes within the treated area, in ditches, or within water courses.
- 2) Limbs and chunks in excess of three (3) inches in any dimension shall be removed from the traveled way and shoulders.
- 3) Materials may be scattered downslope from the roadbed, outside of the work area and drainages. Concentrations shall be rescattered or removed.

**3. MEASUREMENT**

- a. Measurement for cutting vegetation by the pass mile will be determined by the number of four (4) foot passes ordered and accepted. Partial increments ordered to complete the outside edge of backslope or fill slope cutting and transitions will be measured as full

passes. The length of each pass will be determined to the nearest one-tenth (1/10) mile on each road.

- b. Measurement for cutting side vegetation by the side mile will be the length of roads or segments ordered and accepted. The length will be determined to the nearest one-tenth (1/10) mile on each side of each road.
- c. No reduction in the mileage between road terminal shown on the road listing will be made for areas where there is little or no vegetation to be cut.

**4. PAYMENT**

- a. The accepted quantities will be paid at the unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
842 (1)	Cutting Side Vegetation	Pass Mile
842 (2)	Cutting Side Vegetation	Side Mile

## **851 LOGGING OUT (10/16)**

### **1. DESCRIPTION**

This work consists of ordered removal of fallen trees and snags which encroach into the roadway or the two (2) foot roadside abutting the roadway on the cut side.

### **2. MAINTENANCE REQUIREMENTS**

- a. Fallen timber, when marked with paint, shall be limbed and cut into standard log lengths shown in the Special Project Specifications. Resulting logs shall be decked at designated locations.
- b. Unmarked materials shall be limbed and may be cut into lengths for handling and shall be decked outside ditches and drainage's, off of the traveled way and turnouts or at staked locations.
- c. Unmarked materials and any remaining trunks from marked materials shall be cut at the toe of the fill and two feet above the top of cut slope.
- d. All materials remain the property of the Government, unless otherwise stated in the contract.
- e. Woody debris and slash in excess of one (1) foot in length or three (3) inches in diameter shall not remain in ditches, drainage channels, or on back slopes, traveled way, shoulders or turnouts. Accumulations of debris may be ordered hauled and paid under Section 832. Materials not ordered hauled shall be scattered down slope from the roadbed, avoiding any drainage ways or concentrations.

### **3. MEASUREMENT**

Measurement will be the number of trees ordered and acceptably logged out under this Section. Diameter size will be measured at the largest cut. Miles will be measured to the nearest tenth of a mile.

### **4. PAYMENT**

- a. The quantity accepted will be paid at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
851 (1)	Logging Out Marked Trees Less Than 24 Inches Diameter	Each
851 (2)	Logging Out Marked Trees 24 Inches Diameter and over	Each
851 (3)	Logging Out Unmarked Trees Less Than 24 Inches Diameter	Each
851 (4)	Logging Out Unmarked Trees 24 Inches Diameter and Over	Each
851 (5)	All trees	Mile

## **854 HAZARD REMOVAL AND CLEANUP (10/16)**

### **1. DESCRIPTION**

This work consists of removing and disposing of marked hazards such as danger trees, rocks, and stumps.

### **2. MAINTENANCE REQUIREMENTS**

Removal of trees shall include the felling and subsequent treatment of danger trees designated by the Government.

- a. Trees and snags felled away from and at right angles to the road centerline and resting entirely beyond the roadside limits of five (5) feet beyond roadway slopes shall be limbed to provide ground contact over two-thirds (2/3) or more of its length. When the ground contact condition cannot be met, additional bucking will be done to achieve the two-thirds (2/3) contact control. Trees and snags falling cross slope shall be limbed and bucked into manageable lengths, and re-oriented at right angles to the road centerline.
- b. Trees or snags falling into the roadway shall be limbed, bucked, and decked off of the roadbed.
- c. All materials remain the property of the Government unless otherwise provided in the contract.
- d. Woody debris and slash in excess of one (1) foot in length or three (3) inches in diameter shall not remain in ditches, drainage channels, or on back slopes, traveled way, shoulders or turnouts. Large accumulations of materials may be ordered hauled under 832. Materials not ordered hauled shall be hand piled or scattered down slope from the roadbed, avoiding any concentrations or drainage's.
- e. Marked rocks and stumps shall be removed.
- f. Resulting holes outside the roadbed shall be back filled with native materials and mounded to drain after settlement.
- g. Removed rocks and stumps shall be hauled to the disposal site designated in the contract.

### **3. MEASUREMENT**

Measurement will be the number of marked hazards removed. Ordered haul of materials shall be under Section 832.

### **4. PAYMENT**

- a. The quantity accepted will be paid at the unit price shown in the Schedule of Items.

b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
854 (1)	Removal of Danger Trees	Each
854 (2)	Removal of Rocks & Stumps	Each
854 (3)	Removal of Rocks & Stumps	Mile

## **861 MAINTENANCE OF CATTLEGUARDS (10/16)**

### **1. DESCRIPTION**

This work consists of cleaning and restoring cattleguards and appurtenances.

### **2. MATERIALS**

- a. The Government may furnish replacements for damaged or defective cattleguard components which can be replaced incidental to reassembly. Government-furnished materials and location are listed in Special Project Specifications.
- b. Barbed or smooth wire, welding materials, tools, fasteners, and other materials shall be incidentally furnished by Contractor.
- c. Government will furnish component replacements when specified in the task order.
  - a) Components availability shall be coordinated between the Contractor and the Contracting Officer.
  - b) Contractor shall be responsible for loading and transport of the furnished components and returning old components to the Government unless documented as missing prior to Contractor's work, or was ordered to be disposed of by the Contracting Officer.
  - c) The following

### **3. MAINTENANCE REQUIREMENTS**

- a. The cattleguard deck shall be removed prior to cleaning and reinstalled upon completion.
- b. Where there is no bypass at a one-lane installation, delay for traffic shall not exceed two (2) hours contingent on at least two (2) week days advance notice to the Government of the planned work.
- c. The area beneath the cattleguard deck shall be cleaned of dirt and other materials to the full depth of the foundation over the entire width of the installation. Where there are existing leadoff or drainage ditches, cleaning shall include removing material from the ditch to provide for water flow through the installation.
- d. Materials removed from the area beneath the cattleguard deck and any ditches shall be placed down slope from the road within 200 feet of the installation and shaped to drain unless removal and end haul is ordered under Section 832.
- e. Roadbed and surfacing materials disturbed by Contractor's operations shall be conserved separately, replaced and compacted by tamping to provide support and surface texture consistent with the abutting traveled way. Upon completion of deck

reinstallation the deck surface shall be flush with or not more than one half (1/2) inch above the adjacent traveled way surface and parallel with the normal road gradient.

- f. Loose fasteners on the cattleguard and rigid gate shall be tightened. Ruptured welds shall be rewelded and localized cracks welded.
- g. Attached fences and barbed wire gates within the roadway shall be maintained by tightening the wires or resplicing. Wire splices shall have at least one (1) foot of overlap on each wire. Apparent wire sag shall be eliminated between posts. Wire gates shall be able to be opened and closed.
- h. The Contractor shall inspect the cattleguard components, fences and gates, and report remaining deficiencies to the Government.

**4. MEASUREMENT**

Measurement will be the number of cattleguards cleaned.

**5. PAYMENT**

- a. The quantity accepted will be paid at the unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
861(1)	Cleaning One-Lane Cattleguard	Each
861(2)	Cleaning Two-Lane Cattleguard	Each

**SPECIAL PROJECT SPECIFICATIONS**  
**861-1 MAINTENANCE OF CATTLEGUARDS (10/16)**

**2. MATERIALS**

Add the following:

- c. The Government will provide replacement decks for cattleguards listed for payment under this specification. These decks are available and will be available between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. on Monday through Friday, except legal holidays. The decks are located at \_\_\_\_\_.
- d. The Government will provide the Contractor with written authorization for obtaining decks from the storage location. The authorization shall be presented on the agreed date to the Government employee designated on the authorization. Upon obtaining the deck(s) from storage, the Contractor shall assume all responsibility for transportation and protection of materials from damage or theft including return of the old deck(s) to the storage location. Upon return of the old deck to the storage location, the designated Government employee will receipt the original authorization and provide the driver with a copy for the Contractor's record. The Contractor may elect to obtain decks up to the contract amount at one time or, as needed, for daily progress of work, provided the authorization is requested at least two (2) weekdays in advance of the date the deck(s) is to be obtained.
- e. The Contractor shall additionally be responsible for loading and unloading operations within the storage location.

**4. MEASUREMENT**

- a. Add the following:
- b. Measurement for Pay Items under their Special Project Specification will be the number of cattleguards cleaned having decks replaced with Government supplied replacement decks.

**5. PAYMENT**

Add the following to Paragraph b:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
861 (3)	Clean and Replace Deck One-Lane Cattleguard	Each
861 (4)	Clean and Replace Deck Two-Lane Cattleguard	Each

## 862 MAINTENANCE OF TRAFFIC GATES (10/16)

### 1. DESCRIPTION

This work consists of cleaning and restoring traffic gates and appurtenances.

### 2. MATERIALS

- a. The Government may furnish replacements for damaged or defective gates components which can be replaced. Government-furnished materials and location are listed in Special Project Specifications.
- b. Paint, welding materials, tools, fasteners, cleaning materials, and other materials shall be incidentally furnished by Contractor.

### 3. MAINTENANCE REQUIREMENT

- a. Loose fasteners on the rigid gates shall be tightened. Ruptured welds shall be rewelded and localized cracks welded.
- b. Each gate must be cleaned and painted with a commercial rust inhibitor paint. Color shall be as shown in the Special Project Specifications.
- c. The Contractor shall inspect the gates and report remaining deficiencies to the Government.
- d. Government will furnish component replacements as follows:
  - 1) Components will be available Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. except on legal holidays. Contractor shall give 48 hours notice before obtaining materials.
  - 2) Contractor shall be responsible for loading and transport of the furnished components and removal and disposal of old components.

### 4. MEASUREMENT

Measurement will be the number of traffic gates maintained.

### 5. PAYMENT

- a. The quantity accepted will be paid at the unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
862 (1)	Maintenance of Traffic Gates	Each

## **872 SIGN MAINTENANCE (10/16)**

### **1. DESCRIPTION**

This work consists of cleaning, replacing, and reconditioning signs, posts, and markers.

### **2. MATERIALS**

- a. Posts, fittings, metal foil backing, reflective sheeting, and direct applied (Type L-3) characters will be furnished by the Government as provided in the Special Project Specifications.
- b. Cleaning solutions shall be biodegradable, having no adverse effect on existing sheeting.
- c. Government furnished materials will be available upon request. Specific time of availability and loading times shall be coordinated with the Contracting Officer.

### **3. EQUIPMENT**

Use of steam cleaners and high-pressure washers are prohibited.

### **4. MAINTENANCE REQUIREMENTS**

#### **a. Cleaning Sign Faces**

Sign faces ordered for cleaning shall be thoroughly cleaned with a solution of water, including cleaning compound, and rinsed to remove dirt and grime.

#### **b. Reconditioning Sign Faces**

- 1) Reconditioning of existing designs and markers includes cleaning, the treatment of holes, and patching of reflective sheeting and legend contained thereon. Not more than eight patches per sign face shall be made.
- 2) Holes and dents in metal signs shall be pounded out to provide a smooth face when the area involved is thirty six (36) square inches or less. Signs with areas exceeding this shall be left untreated and the Government notified within twenty-four (24) hours. Bent metal signs shall be straightened and patched.
- 3) Holes in metal or wood signs shall be initially patched with an adhesive backed metal foil over a dry face to provide backing for reflectorized sheeting.
- 4) All metal foil backing shall be covered with a patch of Class 1 sheeting sized at least one (1) inch larger, but not more than two (2) inches larger than the backing material. The patched area shall be free of air bubbles and be oriented to the pattern, if any, of the reflective sign face.
- 5) Where patching overlaps the existing legend or there is other damage to the legend, the affected letter/numerals shall be restored to full legibility with Type L-3 direct

applied characters of the color, size, type, and series used on the sign. The applied characters shall be free of air bubbles.

- 6) Contractor shall check for missing items on signs such as bolts, washers, nuts and lag screws. If such items are missing contractor shall replace them with fittings provided by the Government.

c. Apply New Sign Faces

- 1) When listed in the Schedule of Items, the Government will furnish 3M Series 9800 Reflective Sheeting or equivalent, mounted on a 0.005-0.010 inch aluminum substrate and bearing the appropriate legend for the installation(s).
- 2) Bent signs shall be straightened. Holes and dents in metal-backed signs shall be pounded out to provide a smooth face. The existing sign face shall be cleaned, degreased and any loose reflective sheeting removed.
- 3) The new sign face shall be applied over the prepared surface by peeling the protective backing, orienting the material and pressing it in place with a roller, working from the center to the edges. Mounting bolt holes may be pre-punched or formed after application by cutting or punching with a suitable tool; use of mounting bolts to form the holes will not be considered acceptable
  - i. Broken or vandalized posts shall be replaced. The usable sign/marker, if recovered, or a Government-furnished replacement shall be mounted in conformance with MUTCD Standards. Where the post is usable but the sign is gone or requires replacement, the Contractor shall install a Government-furnished sign and hardware on the existing post. Existing posts shall be plumbed. Removed signs and posts remain the property of the Government. Sign posts shall be installed plumb with the sign plate firmly fastened to the post. Post holes shall be excavated to minimum depth of 24 inches and back filled by tamping of suitable material in lifts not exceeding 6 inches in depth.
  - ii. Signs and markers which cannot be maintained in accordance with this Section shall be identified as to their location and legend and such information provided to the Government weekly.

## 5. MEASUREMENT

The quantity to be measured will be the completed number of units of the various items listed in the Schedule of Items and accepted under this Section.

## 6. PAYMENT

The accepted quantities will be paid at the contract unit price shown in the Schedule of Items.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
872 (1)	Clean Sign Face	Each
872 (2)	Recondition Sign Face	Each
872 (3)	Replace Single Post and Sign	Each
872 (4)	Replace Double Post and Sign	Each
872 (5)	Remount Sign	Each
872 (6)	Apply New Sign Face	Each

## 891 WATER SUPPLY AND WATERING (10/16)

### 1. DESCRIPTION

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water, including times outside normal work hours.

### 2. MATERIALS

Suitable and adequate water sources and use restrictions are designated in the Drawings or Special Project Specifications. If the Contractor elects to provide water from other than designated sources, the Contractor shall be responsible to obtain the right to use the water including any cost for royalties involved. The rate of applications shall be based on the gallons per mile ordered by the Government.

Suitable and adequate water sources designated available for Contractor's use under this contract as follows:

Map Key No.	Location: Road No.	Location: Milepoint	Use Restriction

### 3. EQUIPMENT

- a. Mobile watering equipment shall have watertight tanks of known capacity. If tank capacity is not known, it shall be measured and certified by the Contractor prior to use.
- b. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.
- c. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.
- d. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs, or sandbags, pipe repair, pump installation or other items appropriate to the Contractor's operations. Flowing

streams may be temporarily sandbagged or a weir placed to pond water. Contractor shall obtain approval on improvements for sandbags or weirs prior to placement.

**4. MEASUREMENT**

- a. Unless specified in the Schedule of Items, development of water supply sources shall be incidental to work ordered. If in the Schedule of Items, measurement for development of water supply sites will be the number of sites ordered and accepted. When the Contractor elects to furnish water from other than the site designated, the elected source will be measured as a water supply site.
- b. Unless specified in the Schedule of Items as watering for a specific Section of these specifications, measurement of water haul and application will be incidental. If indicated in the Schedule of Items, measurement shall be M-GALLONS (1,000 gallons) using calibrated tanks, distributors, or accurate water meters furnished by the Contractor. Hauling shall be incidental. In no case will payment be made for more gallons than ordered by the Government.

**5. PAYMENT**

- a. The accepted quantities will be paid for at the contract unit price shown in the Schedule of Items.
- b. Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
891 (1)	Developing Water Supply Sites	Each
891 (2)	Water For Section _____	M-Gallons

## 892 BITUMINOUS PRODUCTS (10/16)

### 1. Asphalt Cements

Asphalt cement shall meet the requirements of AASHTO M 20 for penetration graded asphalt cement and to AASHTO M 226 for viscosity graded asphalt cement.

### 2. Liquid Asphalts

Liquid asphalts shall meet the requirements of the following specifications:

Rapid Curing Liquid Asphalts                      AASHTO M 81

Medium Curing Liquid Asphalts                      AASHTO M 82

Slow Curing Liquid Asphalts                      AASHTO M 141

### 3. Emulsified Asphalts

Emulsified asphalts shall meet the requirements of the following specification:

Emulsified Asphalt (Anionic)                      AASHTO M 140 (ASTM D

Emulsified Asphalt (Cationic)                      AASHTO M 208\* (ASTM D 2397)

### 4. Bituminous Dust

Bituminous dust palliatives shall meet the requirements listed in Table 892.06

### 5. Certificate of Compliance

a. In accordance with the requirements of Contract, the following format is established.

Consignee \_\_\_\_\_ Designation \_\_\_\_\_

Contract Number \_\_\_\_\_ Date \_\_\_\_\_

Identification (Truck No., Car No., Etc.) \_\_\_\_\_

Type and Grade \_\_\_\_\_ With Additive (% , brand) \_\_\_\_\_

Loading Temperature \_\_\_\_\_ Net Weight \_\_\_\_\_

Net Gallons \_\_\_\_\_

b. The shipment of bituminous material identified above and covered by the bill of lading complies with Government Standard Specification as modified by Special Project Specifications applicable to this project.

Producer \_\_\_\_\_

Signed \_\_\_\_\_

(Producer's Representative)

## 6. Application Temperatures

Bituminous materials shall be applied within the temperature ranges indicated in Table 892.06.

TABLE 892.06 - Application Temperatures

<b>Application Temperature Range # (Degrees F)</b>		
<b>Type &amp; Grade of Material</b>	<b>Spray Min./Max</b>	<b>Mix Min./Max.</b>
RT 1-2-3	60-130	60-130
RT 4-5-6	85-150	85-150
RT 7-8-9	150-225	50-225
RT 10-11-12	175-250	175-250
RTCB 10-11-12	60-120	60-120
RC-MC-SC 70	105-185	90-155
RC-MC-SC 250	140-225	125-200
RC-MC-SC 800	175-265	160-225
RC-MC-SC 3000	215-290	200-260
DO-1-2-3	80-125	
DO-4	80-175	
Emulsified Asphalts:		
RS-1, SS1, SS-1H, & CRS-1, CSS-1, CSS-1H	75-130	70-160
RS-2, MS-2, CR-2, & CMS-2S, CMS-2	110-160	70-160
DO-6-7-8	50-140	
Asphalt Cement (All Grades)	400 Max.	250-325
As required to achieve viscosity of 75-150 seconds. Saybolt-Furol or as required to achieve a Kinematic viscosity of 150-300 centistrokes.		

## 7. Equipment

The Contractor shall provide equipment for heating and applying the bituminous material. The bituminous distributor shall be self-powered and mounted on pneumatic tires. It shall be equipped with a pump and a circulating spray bar. The unit shall include a tachometer, pressure gauges, accurate volume measuring devices such as a visual volume dial or gauge calibrated to the tank, and a tank thermometer. All equipment shall be standard, commercial types, of proven performance.

## **8. Weather Limitations**

Bituminous dust palliative treatment shall be applied only when the surface to be treated contains sufficient moisture to get uniform dispersion of the dust palliative when the road surface and atmospheric temperature are 50 degrees F or more and rising, or above 60 degrees F if falling; and when the weather is not foggy, rainy, or stormy.

## **893 AGGREGATE (10/16)**

### **1. Gradations**

- a. Gradations for aggregates are included in Special Project Specifications for contracts where the aggregates are not provided by the Government.
- b. The inclusion of aggregate gradations does not constitute a warranty by the Government that commercial sources in the area are producing the gradation indicated. Aggregates commercially produced to meet State or County gradations and specifications for similar materials will be considered an equal alternate to the gradation in the contract provided the following quality requirements are met. Contractor shall provide testing and certification of supplied materials.

### **2. Aggregate for Bituminous Plant-Mix**

- a. Coarse Aggregate - Coarse aggregate (retained on the No. 8 sieve) shall be crushed stone or crushed or natural gravel and shall conform to the quality requirements of AASHTO M 63. Gradation shall conform to the provisions of the Special Project Specifications.
- b. Fine Aggregate - Fine aggregate (passing the No. 8 sieve) shall be manufactured and conform to the quality requirements of AASHTO M 29 (ASTM D 1073). It shall be of such a gradation that when combined with the other required aggregate fractions in the proper proportion, the resultant mixture will meet the gradation required.

### **3. Aggregate for Bituminous Road Mix**

- a. Aggregates for bituminous road mix shall be crushed stone, or crushed or natural gravel which meets the quality requirements of AASHTO M 62 or M 63 for the specified gradation, except the sodium sulfate soundness loss shall not exceed 9 percent. The swell test will not be required.
- b. Gradation shall be as shown in the Special Project Specifications. When crushed gravel is used, not less than 50 percent by weight of the particles retained on the No. 4 sieve shall have at least one fractured face.

### **4. Aggregate for Spot Surfacing**

- a. Aggregates for spot surfacing shall be crushed stone, crushed slag, or crushed or natural gravel which conforms to the quality requirements of AASHTO M 147, or as specified in the Special Project Specifications, except as noted below: The requirements of M 147 shall apply, except that the liquid limit shall not exceed 35 and the plasticity index shall be not be less than 4 nor more than 9.
- b. Aggregate gradation shall conform to the provisions of the Special Project Specifications and AASHTO M 147.

- c. When crushed gravel is used, not less than 50 percent by weight of the particles retained on the No. 4 sieve shall have at least one fractured face.
- d. Gradations of each designated size of aggregates shall be obtained by crushing, screening, and blending processes as may be necessary.
- e. Materials otherwise meeting the requirements of this subsection will be acceptable whenever the gradations of such materials are within the tolerances corresponding to the selected sieve sizes required by the Special Project Specifications and whenever such materials produce a compacted course meeting density requirements as specified in Specification Section 811(2)(e).

## **5. Aggregate for Bituminous Concrete - General**

### **a. Coarse Aggregate**

- 1) Coarse aggregate (retained on the No. 8 sieve) shall be crushed stone, crushed slag, or crushed or natural gravel, and unless otherwise stipulated, shall conform to the quality requirements of AASHTO M 79.
- 2) Lightweight aggregate, if required or permitted by the Special Project Specifications, shall meet the requirements of AASHTO M 195.
- 3) When crushed gravel is used, it shall also meet the requirements of Section 2.1 of AASHTO M 62 and not less than 50 percent by weight of the particles retained on the No. 4 sieve shall have at least one fractured face. The coarse aggregate shall be of such gradation that when combined with other required aggregate fractions in proper proportion, the resultant mixture shall meet the gradation required under the composition of mixture for the specific type under contract.

### **b. Fine Aggregate**

- 1) Fine aggregate (passing the No. 8 sieve) shall consist of natural sand, stone screenings, or slag screenings, or a combination thereof, and unless otherwise stipulated shall conform to the quality requirements of AASHTO M 29 (ASTM D 1073). Fine aggregate shall be of such gradation that when combined with other required aggregate fractions in proper proportion, the resultant mixture shall meet the gradation required under the composition of mixture for the specific type under contract.
- c. Lightweight aggregate If required or permitted by the Special Project Specifications, shall meet the requirements of AASHTO M 195.

## **6. Aggregate for Bituminous Hot Plant-Mix**

- a. The provisions of 5(a) and 5(b) herein shall apply.
- b. The several aggregate fractions for the mixture shall be sized, and blended to meet one of the grading requirements of the Special Project Specifications as specified on the drawings.

## **7. Aggregate for Cold Plant-Mix Bituminous Pavement**

The provisions of 5(a) and 5(b) herein shall apply.

- a. Aggregate for Pavement\_- The several aggregate fractions for the mixture shall be sized, graded, and combined in such proportions that the resulting composite blend meets one of the grading requirements of the Special Project Specifications as specified on the drawings.
- b. Aggregate for Top Dressing
  - 1) The material for the top dressing shall consist of dry sand, stone screenings, or slag screenings meeting the grading requirements of the Special Project Specifications as specified on the drawings.
  - 2) Lightweight aggregate, if required or permitted by the Special Project Specifications, shall meet the pertinent requirements of AASHTO M 195.

## **8. Aggregate for Road Mix Bituminous Pavement**

- a. Aggregates for road mix bituminous pavement construction shall be crushed stone, crushed slag, or crushed or natural gravel which meet the quality requirements of AASHTO M 62 or M 63 for the specified gradation, except that the sodium sulfate soundness loss shall not exceed 12 percent.
- b. When crushed gravel is used, at least 50 percent by weight of the particles retained on the No. 4 sieve shall have at least one fractured face. Gradation shall conform to the grading requirements of the Special Project Specifications as specified on the drawings.
- c. Lightweight aggregate, if required or permitted by the Special Project Specifications, shall meet the pertinent requirements of AASHTO M 195.

## **9. Aggregate for Cover Coats, Surface Treatments, and Bituminous Preservative Treatment**

- a. Aggregates shall meet the quality requirements of AASHTO M 78.
- b. When tested in accordance with AASHTO T 182 (ASTM D 1664), aggregate shall have a retained bituminous film above 95 percent.
- c. Aggregates which do not meet this requirement may be used for bituminous surface treatments and seal coats provided an approved chemical additive or wetting agent is used to provide a water resistant film.
- d. Lightweight aggregate if required or permitted by the Special Project Specifications, shall meet the pertinent requirements of AASHTO M 195.
- e. When crushed gravel is used, not less than 50 percent by weight of the particles retained on the No. 4 sieve shall have at least one fractured face. Aggregates shall meet one of the grading requirements of the Special Project Specifications.

**SPECIAL PROJECT SPECIFICATION**  
**893-1 AGGREGATE (10-16)**

**4. AGGREGATE FOR SPOT SURFACING**

Add the following to paragraph b.:

Crushed Aggregate for Base Course: Crushed aggregate for base course shall be crushed stone, slag or gravel, and shall be free of organic matter and other deleterious substances.

Crushed aggregate for base course shall meet the following quality requirements:

Resistance (R-Value), AASHTO T 190 . . .	78 Minimum
Sand Equivalent, AASHTO T 176 . . . . .	25 Minimum
Durability Index, Coarse and Fine, AASHTO T 210 . . . . .	35 Minimum

Crushed aggregate for base course shall meet the requirements of Table 893-1 below, for the grading shown in the SCHEDULE OF ITEMS.

Crushed aggregate grading requirements for base course:

Table 893-1 Percent Passing (AASHTO T-11 and T-22)

Sieve	1 1/2" Max	3/4" Max
2-inch	100	-
1 1/2-inch	90-100	-
1-inch	-	100
3/4-inch	50-85	90-100
No. 4	25-45	35-60
No. 30	10-25	10-30
No.200	2-9	2-9

**5. AGGREGATE FOR BITUMINOUS CONCRETE – GENERAL**

Add paragraph c.:

- c. AGGREGATE FOR DENSE-GRADED HOT BITUMINOUS PAVEMENT. All aggregate shall be clean and free from decomposed material, organic material and other deleterious substances. The aggregate shall meet the following requirements.
  - 1) Coarse Aggregate. Coarse aggregate shall consist of crushed stone or crushed gravel retained on the No. 4 sieve. At least 25 percent by weight shall be crushed particles having more than one fractured face, and at least 50 percent by weight shall have at least one fractured face.

- 2) Fine Aggregate. Fine aggregate shall consist of material passing the No. 4 sieve. At least 20 percent by weight of the particles passing the No. 4 sieve and retained on the No. 8 sieve shall be crushed particles having at least one fractured face. The remainder may consist of natural fine aggregate.
- 3) Combined Aggregate. The combined aggregate shall not have a percent wear greater than 50 when tested in accordance with AASHTO I 96, and shall not have a sand equivalent of less than 45 when tested in accordance with AASHTO T 176, When there is a difference of 0.20 or more between the bulk specific gravity (AASHTO T 85) of the coarse aggregate and the apparent specific gravity (AASHTO T 84) of the fine aggregate, the blend of aggregates shall be modified by California Test No. 105. The combined aggregate gradation shall meet the requirements of Table 893-2 below for the grading shown in the SCHEDULE OF ITEMS.

Table 893-2--Crushed aggregate grading requirements for dense graded (DG) hot bituminous pavement.

Percent Passing (AASHTO T-11 and T-27)

Sieve	Grading DG-1 (3/4in.Maximum)	Grading DG-2 (1/2in.Maximum)	Grading DG-3 (3/8in. Maximum)	Grading DG-4 (No.4 Maximum)
1-inch	100	-	-	-
3/4-inch	95-100	100	-	-
1/2-inch	-	95-100	100	-
3/8-inch	65-80	80-95	95-100	100
No. 4	44-59	54-71	67-83	95-100
No. 8	31-45	38-54	52-69	66-83
No. 30	13-26	17-32	23-40	30-50
No. 200	3-8	3-8	3-10	3-12

## LIST OF ELIGIBLE PAY ITEMS

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
803 (1)	Snow Removal	Single-Lane Mile
805 (1)	Mobilization	Mile
807 (1)	Excavator with Operator, in one or more of the following classes:	
	121-160 FWHP	Hour
	161-200 FWHP	Hour
	201-280 FWHP	Hour
807 (2)	Backhoe with Operator	Hour
807 (3)	Grader with Operator	Hour
807 (4)	Crawler Tractor (Dozer) with Operator, in one or more of the following classes:	
	80-120 FWHP	Hour
	121-180 FWHP	Hour
	181-269 FWHP	Hour
807 (5)	Dump Truck with Operator	Hour
807 (6)	Brush Cutter with Operator	Hour
807 (7)	Roller with Operator	Hour
807 (8)	Trailer	Hour
807 (9)	Laborer	Hour

811 (1)	Blading Surfaced Roads	Single-Lane Mile
811 (2)	Blading Native and Pit Run Roads	Single-Lane Mile
811 (3)	Smooth Blading	Single-Lane Mile
811 (4)	Berm Maintained	Linear Foot
811 (5)	Establishing Berms	Linear Foot
812 (1)	Dust Abatement – Lignin Sulfonate Solids	Ton
812 (2)	Dust Abatement – Magnesium Chloride	Ton
813 (1)	Spot Surfacing, Grading__, Commercial Source	Ton
813 (2)	Spot Surfacing, Grading__, Commercial Source	Cubic Yard
813 (3)	Spot Surfacing, Grading__, Commercial Source	Square Yard
813 (4)	Spot Surfacing, Grading__, Government Source	Ton
813 (5)	Spot Surfacing, Grading__, Government Source	Cubic Yard
813 (6)	Spot Surfacing, Grading__, Government Source	Square Yard
814 (1)	Pothole Patching	Ton
814 (2)	Emulsified Asphalt	Gallon
815 (1)	Paved Surface Cleaning	Pass Mile
815 (2)	Paved Surface Cleaning	Single-lane Mile
815 (3)	Bridge Deck Cleaning	Each
816 (1)	Unpaved Shoulder Maintenance	Side Mile
818 (1)	Crack Cleaning and Sealing	Linear Foot
818 (2)	Crack Cleaning and Sealing, Hot Lance Cleaning Only	Linear Foot

818 (3)	Crack Filling Material, Commercial Source	Pound
831 (1)	Clean and Reshape Drainage Ditch	Ditch Mile
831 (2)	Clean and Reshape Lead off Ditch	Each
832 (1)	Remove	Cubic Yard
832 (2)	Haul	Yard Mile
832 (3)	Disposal, Placement Method 1	Cubic Yard
832 (4)	Disposal, Placement Method 2	Cubic Yard
834 (1)	Clean Culverts 24" Diameter and Under	Each
834 (2)	Clean Culverts 24" through 48" Diameter	Each
834 (3)	Clean Culverts Over 48" Diameter	Each
835 (1)	Roadway Drainage Maintenance	Miles
836 (1)	Removal of 24" or Less Diameter Culvert	Each
836 (2)	Removal of Culvert Greater than 24" Diameter	Each
836 (3)	Removal of Wooden Open Top Water Diverters	Each
836 (4)	Removal of Metal Open Top Water Diverters	Each
836 (5)	Removal of Rubber Water Diverters	Each
836 (6)	Seeding, Dry Method (without mulch)	Acre
836 (7)	Fertilizer	Acre
836 (8)	Scarification	Scarification Pass Mile
836 (9)	Ripping with Wing Rippers	Ripping Pass Mile
836 (10)	Outsloping Roadbed	Mile

836 (11)	Earth Barricade	Each
836 (12)	Slashing	Mile
836 (13)	Camouflaging Road Junction	Each
836 (14)	Haul	Mile
836 (15)	Transplanting Native Trees	Each
836 (16)	Construct Waterbar	Each
837 (1)	Clean and Shape Drainage Dip, Native Surface	Each
837 (2)	Clean Drainage Dip, Aggregate Surface	Each
837 (3)	Reshape Drainage Dip, Aggregate	Each
837 (4)	Clean Bituminous Drainage Dips	Each
838 (1)	Maintenance for Limited Use	Mile
839(1)	Restore Drainage Function, Without Water	Mile
839(2)	Restore Drainage Function, With Water	Mile
840 (1)	Clean Inlet and Starter	Each
840 (2)	Reinstall Inlet and Starter	Each
840 (3)	Replace Inlet and Starter ____ (12, 18, 24, or 36) Inches	Each
840 (4)	Clean Flume	Each
840 (5)	Reinstall Flume	Linear Foot
840 (6)	Replace Flume, ____ (12, 18, 24, 36) Inches	Linear Foot
840 (7)	Replace Flume __” by __Ft. Long	Each
841 (1)	Treating Roadside and Slopes	Acres

841 (2)	Treating Roadbed	Acres
841 (3)	Plantings	Each
842 (1)	Cutting Side Vegetation	Pass Mile
842 (2)	Cutting Side Vegetation	Side Mile
851 (1)	Logging Out Marked Trees Less Than 24" Diameter	Each
851 (2)	Logging Out Marked Trees 24" Diameter and Over	Each
851 (3)	Logging Out Unmarked Trees Less Than 24" Diameter	Each
851 (4)	Logging Out Unmarked Trees 24" Diameter and Over	Each
851 (5)	All Trees	Mile
854 (1)	Removal of Danger Trees	Each
854 (2)	Removal of Rocks & Stumps	Each
854 (3)	Removal of Rocks & Stumps	Mile
861 (1)	Cleaning One-Lane Cattleguard	Each
861 (2)	Cleaning Two-Lane Cattleguard	Each
861 (3)	Clean and Replace Deck One-Lane Cattleguard	Each
861 (4)	Clean and Replace Deck Two-Lane Cattleguard	Each
862 (1)	Maintenance of Traffic Gates	Each
872 (1)	Clean Sign Face	Each
872 (2)	Recondition Sign Face	Each
872 (3)	Replace Single Post and Sign	Each
872 (4)	Replace Double Post and Sign	Each

872 (5)	Remount Sign	Each
872 (6)	Apply New Sign Face	Each
891 (1)	Developing Water Supply Sites	Each
891 (2)	Water for Section _____	M-Galons

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## **APPENDIX 1**

# **Davis-Bacon Act Wage Determination**

"General Decision Number: CA20250031 01/03/2025

Superseded General Decision Number: CA20240031

State: California

Construction Type: Residential

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes or apartments up to and including 4 stories)

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

RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/03/2025

IRON0118-010 01/01/2024

DEL NORTE COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

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 IRON0118-011 01/01/2024

LAKE and MENDOCINO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

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 SUCA2013-005 05/14/2015

	Rates	Fringes
CARPENTER.....	\$ 26.60	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 25.90	9.02
ELECTRICIAN.....	\$ 31.70	9.70
LABORER: Common or General.....	\$ 16.97 **	0.00
PAINTER (Brush and Roller).....	\$ 26.37	9.81
PLUMBER.....	\$ 21.45	14.05
ROOFER.....	\$ 23.00	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.79	9.63

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION"