



SECTION E
SPECIAL CONDITIONS
COUNTY SERVICE AREA 20
JOSHUA TREE
PHASE II DESERT VIEW
CONSERVATION AREA
RECREATIONAL TRAILS PROJECT

FOR

COUNTY SERVICE AREA (CSA) 20
JOSHUA TREE, CALIFORNIA

PROJECT NO.: 30.30.0170

**CSA 20 JOSHUA TREE
PHASE II DESERT VIEW CONSERVATION AREA RECREATIONAL TRAILS
PROJECT
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**SPECIAL CONDITIONS
CSA 20 JOSHUA TREE**

PHASE II DESERT VIEW CONSERVATION AREA RECREATIONAL TRAILS PROJECT

1. THE WORK/REQUIREMENT

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to construct and enhance multi-use recreational trails within the Desert View Conservation Area (DVCA). Work shall include, but is not limited to:

- **Trail Development:** Realignment of various sections of existing Bighorn Trail in accordance with approved plans and specifications.
- **Signage and Wayfinding:** Installation of directional and interpretive signage, trail mile markers, and decorative animal footprint paving.
- **Structures and Amenities:** Construction of shade shelters, informational kiosks, and a rock outcrop viewing platform incorporating seating and interpretive elements.
- **Site Furnishings:** Placement of benches, picnic tables, trash receptacles, and other approved furnishings.
- **Fencing:** Installation of cable fencing as specified.
- **Cleanup and Restoration:** Removal of construction debris, excess materials, and temporary facilities; restoration of disturbed areas to pre-construction condition or as specified in the plans, including erosion control where required.

All work shall comply with:

- Approved design plans and technical specifications.
- Environmental protection measures and site restrictions (See Section I – Final IS/MND)
- Applicable codes, standards, and safety requirements.

The Contractor is responsible for ensuring safe public access during construction, proper site management, and timely completion of all deliverables, including inspections and restoration activities. Coordination with the Owner and relevant agencies is required throughout the project.

2. LOCATION OF CONTRACT WORK SITE

The contract work site is located at:

DESERT VIEW CONSERVATION AREA

Address: 62539 Onaga Trail, Joshua Tree, CA 92252

Google Maps Link: [34°06'51.5"N 116°17'45.4"W - Google Maps](#)

3. WORKER ENVIRONMENTAL AWARENESS PROGRAM (WEAP)

a) Mandatory WEAP Training

Prior to accessing the work site and prior to the start of construction activities, the Contractor shall provide all workers (including subcontractors and their employees) with

a Worker Environmental Awareness Program (WEAP) provided by the environmental consultant representing the County. This program will cover:

- Key environmental mitigation measures
- Requirements for compliance with the California Environmental Quality Act (CEQA) and applicable County, State, and Federal permits
- Protection of sensitive resources (e.g., biological, cultural)
- Incident protocols

b) Delivery of Training

- May be delivered as a handbook or recorded module but must ensure active participation and/or comprehension.

c) Acknowledgment

- Each person that will be scheduled to work on-site (Contractor and subcontractor personnel) must sign and date the WEAP acknowledgment sheet upon completion of WEAP training and prior to working on-site.
- A signed WEAP acknowledgment sheet, confirming understanding of the mitigation measures and compliance responsibilities, must be provided before any on-site work begins.

d) Recordkeeping

- Original signed WEAP acknowledgment sheets must be retained on-site and made available to the County or the environmental consultant representing the County upon request. No one may commence work without signing the WEAP acknowledgment sheet.

e) Enforcement and Noncompliance

- Any worker (Contractor or subcontractor) present on-site who has not signed the WEAP acknowledgment sheet will be barred from work until documentation is completed.
- Violations of WEAP requirements—such as failure to sign the WEAP acknowledgment sheet or repeating environmental infractions—are considered Noncompliance and may lead to penalties, including suspension of work and/or contract termination per the General Conditions.

4. JOB SITE SAFETY

a. Responsibility

Jobsite safety is the sole exclusive responsibility of the Contractor. This responsibility covers his/her own work force, all subcontractors, visiting personnel and officials, and the general public which may have access to the jobsite. The Contractor shall exercise complete control over who has access to the jobsite to ensure jobsite safety. The Owner does not assume any responsibility for job site safety expressed or implied. The Owner relies on the experience, knowledge, and innovative skills of the Contractor to deliver the most effective construction system to the Owner in a safe and responsible manner.

The Contractor acknowledges responsibility for jobsite safety and acknowledges that the Owner will not have such responsibility.

b. Construction Safety Orders

Construction of this project must comply with all safety orders of the California Occupational Safety and Health Program (CAL/OSHA) as published by the Department of Industrial Relations. The Contractor's safety officer shall maintain at the jobsite a complete copy of the California Administrative Code, Title 8 – Industrial Relations, latest edition. When applicable, the Contractor's operation shall also comply with General Industry Safety Orders.

The jobsite safety officer shall be thoroughly familiar with the safety orders and shall so instruct, inform, or notify all personnel on the jobsite to ensure safety at all times. The safety officer shall also be responsible for all record keeping and reporting requirements, specified in Record Keeping and Reporting Requirements Under the California Occupational Safety and Health Act, available from the California Division of Labor Statistics and Research.

The Contractor shall comply with the accident prevention program which includes instructions to workers in safe working practices as well as scheduled periodic safety inspection of all work areas on the jobsite.

5. MISCELLANEOUS SPECIAL CONDITIONS

a. Pre-Construction Conference

The Contractor, together with their major subcontractors, will be required to attend a pre-construction conference prior to beginning construction. The Owner will set up this conference shortly after execution of the contract.

b. Contractor's Field Superintendent

The Contractor shall be required to have a field superintendent, from his/her organization, on the jobsite during construction activities, to receive directions or instruction from the Owner or Engineer. Contractor shall provide the Owner with a 24-hour emergency phone number for field superintendent prior to beginning of construction.

c. Final Inspection

The Contractor shall schedule a final inspection with the appropriate Department staff to ensure that all work as identified in these documents are completed to the satisfaction to the Department.

6. SANITARY FACILITIES

Contractor shall supply appropriate and in sufficient number, temporary sanitary facilities for his/her workmen to use during the course of the project, Contractor shall be responsible for the regular maintenance, cleaning and pumping of such facility(ies).

7. CONSTRUCTION WATER

Water for the work, dust control, testing, cleaning, curing, and compaction or as required is the responsibility of the Contractor. Contractor will adhere to all regulations of appropriate Water and Fire agencies for the usage, disposal and connection to fire hydrants or standpipes. Contractor shall control water run-off and comply with NPDES discharge requirements for work under this specification, the Contractor can obtain water upon proper arrangements for metering and payment from the local agencies. Contractor shall provide all necessary piping and appurtenances, including pumps, to convey water to the work site. Arrangements for water from sources shall be the sole responsibility of the Contractor, and no additional compensation will be allowed.

8. TRASH AND DEBRIS REMOVAL

Contractor shall be responsible in removing and hauling off all trash and/or debris created by him/her during the construction process. Debris materials (trash, washed out or over spilled concrete, material spoils, etc.) shall be hauled off and disposed of in a manner acceptable and to approved facilities that will dispose of those materials.

9. PROJECT SIGN

Prior to the start of construction, the Contractor shall place one (1) project sign at prominent locations on the project site, as directed by the County. The Contractor shall submit a prototype of the construction sign to the County for review and approval before posting the sign at the construction site. A construction project sign template and logo guidelines will be provided to the awarded contractor.

The sign shall be prepared in a professional manner, be at least four feet tall by eight feet wide, made of 3/4-inch thick exterior grade plywood or other approved material.

At a minimum, the following shall be included on the project sign:

Project Title
Project Start Date
Estimated Project Completion
Project Cost (if provided)
Public Affairs contact: (Contact name & extension to be provided at Pre-Con.)
County's color logo
Funding Source

The Contractor shall be responsible to maintain the sign in good condition for the duration of the project.

10. SOILS OR GEOTECHNICAL REPORTS

A Geotechnical Investigation Report (Project No. 3910-CR), dated August 29, 2024 was prepared by GeoTek, Inc. for specific areas of the project. A copy of the Geotechnical Report is included in Section H of the Bid Documents.

The geotechnical data contained in the Geotechnical Engineering report is intended only to assist the Contractor in generally understanding the geologic conditions of the site; it is in no way to be construed as a warranty of the geologic conditions existing at the site.

The report is neither exhaustive nor conclusive; it is intended to be advisory only and is incorporated as a convenience to the Contractor. All soil boring data and sieve analysis results, field and laboratory test data, and compaction test data applies only to the borings and test pits as shown by the report. Owner does not guarantee the accuracy or completeness of the information contained in the report.

Contractor shall interpret the aforementioned data and results contained in the geotechnical report and, if Contractor deems necessary, conduct additional subsurface exploration at Contractor's expense to verify the aforementioned data or to obtain similar data throughout the worksite.

If Contractor uses the information contained in the report in preparing his/her bid, Contractor shall assume all risks resulting from conditions differing from those described therein. Information contained in the report shall not relieve the Contractor of his/her responsibility to perform the work for the amounts bid.

11. PLAN SET

Contractor will not contact the design engineer directly unless instructed to by the Project or District Manager. All RFI's and clarifications will be submitted to the District's Project Manager who will route through the engineer as required.

Contractor will maintain a field "as-built" set and will turn a legible copy of the "as-builts" over to the Project Manager at the conclusion of the project. As-builts will document any deviations to include accurate dimensions and locations of any work not accomplished per plans. Any deviations to the plans must first receive Project Manager review and District approval as stated in the General Conditions.

12. REFERENCE TO STANDARD DRAWINGS AND DETAILED PROVISIONS

Any and all referenced Standard Drawings and Detailed Provisions shall be considered part of the contract drawings and specifications. Detailed provisions provided in the spec are applicable regardless of whether they are referenced on the drawings. The Contractor shall not be entitled to any compensation due to referenced documents not included in the Specifications and Contract Drawings.

13. COMPLIANCE WITH CONTRACT DOCUMENTS AND ENVIRONMENTAL REQUIREMENTS

Contractor shall comply with all Contract Documents and applicable environmental regulations, including measures to protect sensitive species and their habitats within the project area. This includes:

Daily Work Requirements:

Timely completion of work activities, backfilling and securing trenches at the end of each workday, placement of concrete, proper work site cleanup, and implementation of traffic control measures (signs, barricades, and flashing lights).

Environmental Compliance:

Adherence to approved biological monitoring protocols and environmental protection measures. (See Section I – Final IS/MND)

Best Management Practices (BMPs):

Maintain exclusion zones around sensitive habitats.

Install protective fencing or barriers to prevent encroachment into restricted areas.

Implement dust control measures to minimize airborne particulates that may impact species or habitats.

Properly manage and dispose of construction waste to prevent contamination of soil or water resources.

Use spill prevention and containment measures for fuels and hazardous materials.

Limit noise and vibration impacts by using approved equipment and methods.

Ensure all personnel receive environmental compliance training (WEAP) prior to site work.

If the Contractor fails to comply with these requirements, including BMPs and environmental protection measures, the Owner may provide the necessary labor, materials, and equipment to achieve compliance and deduct associated costs from monies otherwise due to the Contractor under the contract.

14. STORAGE OF MATERIALS AND EQUIPMENT AND SECURITY

Contractor may utilize designated areas at DVCA for storage of materials and equipment. Contractor shall coordinate the location of material and equipment storage with the County Inspector.

Contractor has the option to secure their own storage yard for materials and equipment. However, if private or public property is used, the Contractor must obtain written permission from affected property owners and/or agencies in advance of moving said material or equipment onto offsite property. A copy of the letter from the private owner granting permission shall be submitted to the County prior to use of the site. The County will not approve the use of any property unless it can be considered “previously disturbed” in accordance with CEQA guidelines.

The Contractor shall be responsible for providing all security measures necessary to secure the stored materials or equipment and to protect the construction area regardless of whether it is stored on County property or Contractor acquired property. The County is not responsible for items lost, damaged or stolen from the secured site or for injuries to the public due to unsafe or unsecured conditions.

15. SOILS TESTS

Upon Contractor's request, County will provide construction soil/compaction testing for the project. However, any cost of re-compaction due to the Contractor's negligence will be at the Contractor's expense. A 48-hour notice is required for soil services.

16. CONSTRUCTION STAKING

Contractor will have licensed professional surveyor in the State of California to provide construction staking of the project. Contractor to pay for this work.

Contractor shall use the construction stakes for construction of the work. Owner will use them for inspection of the work. Contractor shall protect all survey monuments and stakes and shall pay all costs to reestablish any monuments or stakes destroyed or disturbed during the course of construction

17. NOISE CONTROL REQUIREMENTS

Contractor shall comply with local ordinances concerning noise abatement. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. The measures to be used in effecting noise suppression shall include, but are not limited to, equipping all internal combustion engines with critical residential silencers (mufflers), sound blankets shielding noise-producing equipment from nearest areas of human occupancy by locating in such positions as to direct greatest noise emissions away from such areas, and conducting operations in the most effective manner to minimize noise generation consistent with the execution of the contract in a timely and economic manner.

Noise levels at the property line in excess of the limits of the agency having jurisdiction shall be allowed only for critical operations during daytime hours for brief periods of time. If nighttime operation is allowed by the County, Contractor shall make every reasonable effort to minimize levels below County/City nighttime ordinance limits at the time of the work being performed.

For nighttime work, the Contractor shall take noise measurements at the nearby property lines before and during operation and notify the County Inspector of ambient and operational noise level readings.

Should a complaint be filed by surrounding property owners, the Contractor shall submit a noise monitoring report, which will include steps to mitigate the excessive noise levels.

18. COORDINATION

Contractor shall cooperate with the County, County Representatives and all other jurisdictional agencies. The County will have representatives on site to observe and verify compliance with Contract Documents. Contractor shall notify the County a minimum of 2 weeks prior to commencing construction.

It shall be the Contractor's responsibility to coordinate their activities with all the other contractors performing work in the project area and to cooperate with all other contractors within reasonable and professional norms so that all construction may be completed in a timely manner. In the event a scheduling conflict arises between contractors performing work on the job site and if both parties are unable to reach an agreement, the County shall be the final authority in resolving said scheduling conflict. No additional compensation will be allowed due to conflicts with other construction in the area.

19. WORK HOURS

Contractor shall perform all contract work between the hours of 7:00 AM and 5:00 PM, Monday through Friday unless otherwise restricted by encroachment permit terms per the local permitting agencies. Work at other times and work on holidays will be permitted only with the prior approval or direction of the County's representative.

Contractor may be required to construct connections outside normal work hours, or on weekends or holidays as directed by County, all at no additional cost to the County.

20. DUST CONTROL REQUIREMENTS

Contractor shall maintain the work area in a neat, safe, clean and sanitary condition at all times. Streets shall be kept clean of debris, with dust and nuisance being controlled. A water truck shall be actively operating during work hours to spray water on dry soil areas for dust control. The Contractor shall be responsible for any cleanup of adjacent streets affected by his/her construction. The Contractor shall clean streets with sweeper prior to the end of each workday as a minimum. Contractor shall comply with Mojave Desert Air Quality Management District (MDAQMD) Rule 403 – Fugitive Dust to actively prevent, reduce or mitigate fugitive dust emissions. Contractor shall implement the Best Available Control Measures as referenced in Table 1 of Rule 403.

21. BUSINESS ACCESS

The Contractor will be required to provide complete unobstructed access to CSA 20 Joshua Tree personnel at the end of every workday during constructions. The Contractor will be responsible for coordinating with the County at least two weeks in advance of the construction activity within the project sites.

22. PRIVATE IMPROVEMENTS

Protection of improvements within the Project site against damage caused by construction is of the utmost importance. The Contractor shall protect in place or replace in kind all landscaping, fencing, hardscape, etc. disturbed by the work. All protection measures shall be provided by the Contractor.

If the Contractor cannot reasonably protect improvements in place during construction, the improvement shall be either temporarily relocated and replaced after construction is complete or replaced in kind. In this case, the Contractor shall notify the County of said requirements and coordinate the temporary relocation and replacement prior to any removal. All costs for this Work shall be included in the original bid and no additional compensation will be allowed.

23. OPERATION OF EXISTING FACILITIES

Contractor shall not operate any existing facilities, including opening or closing of existing pipeline valves, appurtenances and electrical equipment. If required, Contractor shall be fully responsible for coordinating activities that require operation of County or other agencies facilities.

24. CONSTRUCTION WORK AREA AND RESTRICTIONS

Contractor shall confine his/her work, including construction activities, equipment and/or material storage, and access to areas within County easements and property at designated areas, or as shown on Drawings.

If Contractor performs work or stores equipment and/or materials outside the limits specified above, Contractor shall stop all work immediately and restore all areas to their pre-construction condition to the satisfaction of County and the property owners. The Contractor shall also provide an indemnification letter to County regarding any unauthorized work outside above specified areas.

25. SPOIL MATERIAL

Excess soils from excavation shall be spoiled entirely at Contractor's expense off the project site to an approved disposal area through the City or County. In no instance shall excess spoil become a public nuisance or threat to public safety.

Contractor shall provide daily export vehicle tickets to maintain a quantity of material taken from the Project site(s). Daily export vehicle tickets and quantities shall be provided to the County Inspector at the end of each day for verification.

26. RESTORATION

All work sites shall be restored to pre-job conditions and shall meet the requirements of County, City, and property owner(s). The Contractor shall repair or replace damaged improvements as directed by the County.

The County is obligated to keep visual impact of the work sites to a minimum; therefore, the Contractor is required to restore all areas altered by construction to pre-existing conditions, unless shown otherwise on the Drawings.

Such areas shall include but shall not be limited to areas used for travel, parking, and storage of vehicles, equipment and materials or adjacent areas impacted by facilities construction.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from project operations, including rubbish, packaging materials, discarded equipment parts, and damaged construction materials, in a manner and at locations suitable to the County and all health and other regulatory agencies.

Contractor shall protect in place or remove and replace all existing utilities and public and private improvements including, but not limited to, berms, concrete pavement, asphalt concrete pavement, driveways, mailboxes, trail ways, storm drains, landscaping, landscaping materials, landscape irrigation systems, power poles, guy wires, street lights, signs, guardrails, fences, and walls. If said facilities are undermined or disturbed as determined by County, said facilities shall be removed and replaced. Contractor shall correct or replace any damaged utilities or improvements as part of the contract work at no additional cost. Certain existing improvements may be specified on the Contract Drawings to be protected in place or removed and replaced. Contractor shall protect in place or

remove and replace all damaged existing public and private improvements whether they are specifically noted on the Contract Drawings or not.

Daily Restoration. Contractor shall, as a minimum, have accomplished by the end of each work period, the following:

Clean all work areas and remove all debris, construction materials, and equipment from public and private roads, and private property.

Fill all excavations with compacted backfill compacted to 90% relative compaction minimum, unless noted otherwise on the project specific geotechnical report.

Remove all traffic control except for traffic control required for safety and open all roads to traffic.

In addition, Contractor shall inspect entire job site at the end of each workday and frequently on Saturdays, Sundays, and holidays and correct deficiencies. Contractor shall maintain roads including backfilled trenches in good repair.

If County receives complaints from individuals or agencies affected by the project, Contractor shall take immediate action to correct the situation as directed by the County. If Contractor receives complaints directly, Contractor shall report same immediately to County. Thereafter, Contractor shall take immediate action to correct the situation as directed by the County.

27. LOCAL CONDITIONS

The Contractor shall assess, by personal investigation, local conditions affecting the work. Neither the information contained in this section nor that derived from any maps or plats, or from the County or employees shall act to relieve the Contractor of any responsibility herein or from fulfilling any and all of the terms and requirements of this Contract.

Nuisance water, such as rainfall, irrigation water, or local surface runoff may occur within construction areas during the period of construction under this contract. The Contractor, by submitting his/her bid, will be held responsible for having investigated the risks arising from such water and shall take all due measures to prevent delays in progress of the work caused by such waters.

28. FIRE PLAN

Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

The Contractor shall be responsible for the following:

- a) Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work, if the phone number is other than 911,

- b) Immediately reporting to said agency all fires occurring within the limits of the project,
- c) Strictly no open fires or campfires are permitted—**DVCA is day-use only, with no overnight, campfires, or trail-blazing allowed,**
- d) Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires,

Attention is directed to the following information:

Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydrocarbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet U.S. Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain said arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the U.S. Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines, or when equipped with scrubbers with properly maintained water levels.

The Forest Service Spark Arrester Guide is available at all Forest Service offices.

All toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.

All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least fifty (50) feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least fifteen (15) feet from such engine. A permit is required from the County Fire Warden for the temporary storage of flammable liquids above ground.

The Contractor shall furnish each piece of equipment with the following:

- a) one (1) shovel and one (1) fully charged fire extinguisher UL rated at 2A 10 BC or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
- b) one (1) shovel and one (1) back-pack 5-gallon water-filled tank with pump for each welder,
- c) one (1) shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than twenty-five (25) feet from the point of operation of said power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431 and the California Administrative Code, Title 14, Section 1234,
- d) all shovels shall be size “0” or larger and shall be not less than forty-six (46) inches in length.

The Contractor shall furnish a pickup truck and driver that will be available for the purpose of fire control during all working hours and as specified herein.

- a) The truck shall be equipped with ten (10) shovels, five (5) axes, two (2) backpack 5-gallon water-filled tanks with pumps, or there fire tools substituted on a one-to-one basis at the option of the Contractor if approved by the Engineer.
- b) The truck shall be equipped with a 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4" hose on a reel.
- c) In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than 1/2 hour after the shutdown of the work.

The Contractor shall be aware of the Fire Index and conform to the following:

The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.

The combination of these effects makes up the Fire Index, the severity of which is as follows:

LOW MEDIUM HIGH VERY HIGH EXTREME

The daily Fire Index may be obtained from the U.S. Forest Service and the Department of Forestry. When the Fire Index is "Very High" or "Extreme", the Engineer will notify the Contractor for dissemination and action in the area affected.

When the Fire Index reaches "Very High", the following type of work shall be curtailed or discontinued:

- a) All falling of dead trees or snags shall be discontinued.
- b) No open burning will be permitted; all fires shall be extinguished.
- c) All welding shall be discontinued except in an enclosed building or within an area cleared of all flammable material.
- d) All blasting shall be discontinued.
- e) Vehicular travel will be restricted to cleared areas except in case of emergency.

When the fire reaches "Extreme," the following precautions shall be taken in addition to those listed above:

- a) Any work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
- b) Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8.4 of the General Conditions.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under Section 13.3 of the General Conditions of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The

Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

Prior to tree removal, welding, any open flame activity, flammable liquids storage, or blasting operations, the Contractor is required to obtain permits from the local U.S. Forest Service Ranger Station and the California Department of Forestry Station in Yucaipa. The Contractor shall comply with all provisions of the permits.

Full compensation for conforming to the provisions herein, including payment for permits, shall be considered as included in the contract price paid for Fire Plan and no separate payment will be made therefore.